If you plan to submit a bid directly to the Department of Transportation

PREQUALIFICATION

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later that 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Proposal Forms and Plans & Request for Authorization to Bid" (BDE 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

WHO CAN BID?

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

Call

Prequalification and/or Authorization to Bid

217/782-3413

Preparation and submittal of bids

217/782-7806

Mailing of plans and proposals

217/782-7806

ADDENDUMS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated the revisions prior to submitting their bid. If plans/proposals were requested prior to the date of the addendum, an addendum package should have been mailed to the planholder. If plans/proposals were ordered after the date of the addendum, the plans/proposal package should already include all revisions and an identifying addendum sheet immediately after the proposal cover sheet. Failure by the bidder to include an addendum could result in a bid being rejected as irregular. If a planholder has not received an addendum within 5 days after the addendum date noted, they should call 217-782-7806.

32

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAI (See instructions inside front cover)

KETOKA WITH DID
Proposal Submitted By
Name
Address
City

Letting June 13, 2003

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Springfield, Illinois 62764

Contract No. 98799
PERRY County
Section BSMART FY04-02
Route FAP 42
District 9 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid</u> <u>Bond</u> is included.
☐ A <u>Cashier's Check</u> or a <u>Certified</u> <u>Check</u> is included.

Prepared by

S

Checked by

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?: Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of \$15 for each set of plans and specifications issued.

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder <u>must complete and submit Part B of the Request for Proposal Forms and Plans & Request for Authorization to Bid form (BDE 124) and submit an original Affidavit of Availability (BC 57).</u>

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a Proposal Denial and/or Authorization Form, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Proposal Denial and/or Authorization Form will indicate the reason for denial. If a contractor has requested to bid but has not received a Proposal Denial and/or Authorization Form, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

Call

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

Questions regarding	Juli
Description than an alter Authorization to Did	047/700 0440
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1.	Proposal of
	for the improvement identified and advertised for bids in the Invitation for Bids as:

Contract No. 98799
PERRY County
Section BSMART FY04-02
Route FAP 42
District 9 Construction Funds

Bridge deck repairs, bearing replacements and a microsilica concrete deck overlay on the bridges carrying Illinois Route 127 over Swanwick Creek and the Swanwick Creek Overflow located 4.1 and 4.25 miles south of the Washington County Line.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

	Amount (of Bid	Proposal <u>Guaranty</u>	<u>Aı</u>	mount c		posal aranty
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000\$10	00,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000\$1	50,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000\$2	50,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000 \$40	00,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000\$5	00,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000\$6	00,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$7	00,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000 \$80	00,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000 \$90	00,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000 \$1,00	00,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

	undersigned.
	Attach Cashier's Check or Certified Check Here
	In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.
	The proposal guaranty check will be found in the proposal for: Item
	Section No
	County
ш	

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

BD 354 (Rev. 11/2001)

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

Schedule of Combination Bids

Combination		Combinatio	Combination Bid			
No.	Sections Included in Combination	Dollars	Cents			

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 98799

State Job # - C-99-038-03 PPS NBR - 9-00670-0000

PERRY--

Code - 145 - - District - 9 - -

County Name -

Section Number - BSMART FY 04-2

Project Number

Route

FAP 42

IL 127

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XZ193500	BR DK MIC C OVL 2 1/4	SQ YD	1,751.000				
Z0012250	CONC BR DECK SCAR 3/4	SQ YD	1,751.000				
Z0016200	DECK SLAB REP (PART)	SQ YD	52.000				
40500300	BIT MIX COMPL	TON	150.000				
44000910	BIT CONC REMOV (DECK)	SQ YD	1,751.000				
44004250	PAVED SHLD REMOVAL	SQ YD	268.000				
50300260	BR DECK GROOVING	SQ YD	1,669.000				
50300300	PROTECTIVE COAT	SQ YD	1,751.000				
50300310	ELAST BEARING ASSY T1	EACH	18.000				
50300320	ELAST BEARING ASSY T2	EACH	6.000				
50500405	F & E STRUCT STEEL	POUND	3,595.000				
50500715	JACK & REM EX BEARING	EACH	24.000				
67000400	ENGR FIELD OFFICE A	CAL MO	6.000				
67100100	MOBILIZATION	L SUM	1.000				
70100100	TRAF CONT-PROT 701316	EACH	2.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 98799

State Job # - C-99-038-03

 PPS NBR 9-00670-0000
 Project Number
 Route

 County Name PERRY- FAP 42

County Name - PERRY- - Code - 145 - -

IL 127

District - 9 - -

Section Number - BSMART FY 04-2

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
70100450	TRAF CONT-PROT 701201	L SUM	1.000				
70106500	TEMP BR TRAF SIGNALS	EACH	2.000				
70300220	TEMP PVT MK LINE 4	FOOT	1,658.000				
78001110	PAINT PVT MK LINE 4	FOOT	870.000				

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98799

THIS IS THE TOTAL BID	\$

NOTES:

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QL
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUAI in order to establish a UNIT PRICE.
- 4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15,

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

III. CERTIFICATIONS

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

E. International Anti-Boycott

- 1. Section 5 of the International Anti-Boycott Certification Act provides:
- § 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- 2. The bidder makes the certification set forth in Section 5 of the Act.

F. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11. Debt Delinquency.

- (a) No person shall submit a bid or enter into a contract with a State agency under this Code if that person knows or should know that he or she is delinquent in the payment of any debt to the State, unless the person has entered into a deferred payment plan to pay off the debt. For purposes of this Section, the phrase "delinquent in the payment of any debt" shall be determined by the Debt Collection Board.
- (b) Every bid submitted to and contract executed by the State shall contain a certification by the bidder or contractor that the contractor is not barred from being awarded a contract under this Section and that the contractor acknowledges that the contracting State agency may declare the contract void of the certification completed pursuant to this subsection (b) is false.
- 2. The bidder certifies that it is not barred from being awarded a contract by this section. The bidder acknowledges that the Department may declare the contract void if this certification is false.

TO BE RETURNED WITH BID

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. <u>Disclosure Form Instructions</u>

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure inform accurate, and all forms are hereby incorporated by forms or amendments to previously submitted form	reference in this bid. Any n				
(Bidding C	company)				
Name of Authorized Representative (type or print) Title of Authorized Representative (type or print)					
Signature of Author	orized Representative	Date			

Form A: For bidders who have NOT previously submitted the information requested in Form A

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES NO
3	Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
the bid	or answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or ding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that orized to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can be, as not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	nswer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated erson that is authorized to execute contracts for your company.
the bid	B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by ding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT CABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder to considered nonresponsive and the bid will not be accepted.
ongoin	dder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other g procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the ure box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency attache contra	I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an ed sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency cts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital pment Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See A	II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type ffidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the it of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidde	rs Submitting More Than One Bid
	s submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms rence.
	The bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & **Potential Conflicts of Interest Disclosure**

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in the LCS 500). Vendors desiring to enter into a cotential conflict of interest information as solublicly available contract file. This Form A contracts. A publicly traded company mather equirements set forth in Form A. See	contract with the State of Illinois is specified in this Disclosure Form. A must be completed for bids in each submit a 10K disclosure (or each bisclosure Form Instructions.	must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended quivalent if applicable) in satisfaction of
DISCLO	SURE OF FINANCIAL INFORM	IATION
of ownership or distributive income share in of the Governor's salary as of 7/1/01). (Mak A for each individual meeting these requ FOR INDIVIDUAL (type or print informat NAME: ADDRESS	e copies of this form as necessar irements)	ry and attach a separate Disclosure Form
Type of ownership/distributable incor	ne share:	
stock sole proprietorship % or \$ value of ownership/distributable i		other: (explain on separate sheet):
2. Disclosure of Potential Conflicts of Interest relationships apply. If the		
(a) State employment, currently or in the	ne previous 3 years, including contra	actual employment of services. YesNo
If your answer is yes, please answe	r each of the following questions.	
 Are you currently an officer Highway Authority? 	or employee of either the Capitol D	evelopment Board or the Illinois Toll YesNo
currently appointed to or en	d to or employed by any agency of nployed by any agency of the State of the Governor's salary as of 7/	of Illinois, and your annual salary

agency for which you are employed and your annual salary. _____

3.	salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/(i) more than 7 1/2% of the total distributable income of your firm, corporation, or (ii) an amount in excess of the salary of the Governor?	(01) are you entitled to receive partnership, association or
4.	If you are currently appointed to or employed by any agency of the Sta salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/or minor children entitled to receive (i) more than 15 % in the aggre income of your firm, partnership, association or corporation, or (ii) an the salary of the Governor?	(01) are you and your spouse egate of the total distributable
	oyment of spouse, father, mother, son, or daughter, including contractious 2 years.	tual employment services
If your ans	wer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois Toll Highway Authority?	of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appagency of the State of Illinois, and his/her annual salary exceeds Governor's salary as of 7/1/01) provide the name of your spouse an of the State agency for which he/she is employed and his/her annual salary exceeds the state agency for which he/she is employed and his/her annual salary exceeds the state agency for which he/she is employed and his/her annual salary exceeds the salary ex	ointed to or employed by any s \$90,420.00, (60 % of the ad/or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or estate of Illinois, and his/her annual salary exceeds \$90,420.00, (60% as of 7/1/01) are you entitled to receive (i) more then 71/2% of the tota firm, partnership, association or corporation, or (ii) an amount in Governor?	of the salary of the Governor al distributable income of your
4.	If your spouse or any minor children are currently appointed to or em State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% 7/1/01) are you and your spouse or minor children entitled to rece aggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of 2 times the salary of the Governor?	of the Governor's salary as of ive (i) more than 15 % in the
		YesNo
unit of	we status; the holding of elective office of the State of Illinois, the govern local government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	nment of the United States, any or the statutes of the State of YesNo
` '	onship to anyone holding elective office currently or in the previous 2 year daughter.	ears; spouse, father, mother, YesNo
Ameri of the	ntive office; the holding of any appointive government office of the State ca, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in except and of that office currently or in the previous 3 years.	e State of Illinois or the statutes
	onship to anyone holding appointive office currently or in the previous 2 daughter.	years; spouse, father, mother, YesNo
(g) Emplo	byment, currently or in the previous 3 years, as or by any registered lobb	byist of the State government. YesNo

(h) Relationship to a son, or daughter.	nyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mo YesNo	other,
committee registe	oloyment, currently or in the previous 3 years, by any registered election or reelected with the Secretary of State or any county clerk of the State of Illinois, or any poregistered with either the Secretary of State or the Federal Board of Elections. Yes No	
last 2 years by an county clerk of the	nyone; spouse, father, mother, son, or daughter; who was a compensated employee y registered election or re-election committee registered with the Secretary of State of State of Illinois, or any political action committee registered with either the Secretaral Board of Elections.	or any
	Yes No	
	APPLICABLE STATEMENT	
This Disclosure For	m A is submitted on behalf of the INDIVIDUAL named on previous page.	
Completed by:		
-	Name of Authorized Representative (type or print)	
Completed by:		
	Title of Authorized Representative (type or print)	
Completed by:		_
	Signature of Individual or Authorized Representative Date	
	NOT APPLICABLE STATEMENT	
I have determined t require the complet	hat no individuals associated with this organization meet the criteria that wou ion of this Form A.	ld
This Disclosure For	rm A is submitted on behalf of the CONTRACTOR listed on the previous page.	
-	Name of Authorized Representative (type or print)	
-	Title of Authorized Representative (type or print)	
-	Signature of Authorized Representative Date	_

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

		130103010	
Contractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if available)	
Disclosure of the information contained in this 500). This information shall become part of excess of \$10,000, and for all open-ended co	the publicly available contract file.		
DISCLOSURE OF OTHER	CONTRACTS AND PROCUREMEN	IT RELATED INFORMATION	
1. Identifying Other Contracts & Procure pending contracts (including leases), bids, pullinois agency: Yes No If "No" is checked, the bidder only needs to	proposals, or other ongoing procure	ment relationship with any other State	of
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:			е
THE FO	LLOWING STATEMENT MUST BE	SIGNED	
Nai	me of Authorized Representative (type or pri	nt)	
	le of Authorized Representative (type or prin	nt)	
	Signature of Authorized Representative	Date	

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



Contract No. 98799
PERRY County
Section BSMART FY04-02
Route FAP 42
District 9 Construction Funds

PART I. IDENTIFICA	ATION										000						
Dept. Human Rights	s #						_ Dur	ation o	of Proj	ect: _					_		
Name of Bidder:															_		
PART II. WORKFO A. The undersigned which this contract wor projection including a p	bidder ha	s analyz perform for mino	ed mir ed, an rity an	d for the d fema TA	ne locati ale empl ABLE A	ons fro loyee u	m which tilization	ch the b on in all	oidder r	ecruits	employ	ees, and h	ereby su	bmits the for cated to thi TA	ollow s co BLE	ing workf ntract: B	orce
		1017	L WO	rktorce	Project	ion for	Contra	ict						CURREN' TO BE		IPLOYEE SIGNED	-5
IOD	TO:	T A I		MINO	ORITY E	MPLO		יבה	A DDI		AINEES				ONT	RACT	DITY
JOB CATEGORIES	EMPLO	OYEES		ACK	HISPA		MIN		APPI TIC	ES	TRA	HE JOB INEES	EM	TOTAL PLOYEES	┇.	EMPLO	
OFFICIALS (MANAGERS)	M	F	M	F	M	F	M	F	M	F	M	F	М	F		M	F
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	
		BLE C									F	OR DEPA	RTMF	NT USE O	NI Y	,	1
	OTAL Tra		ojectio	n for C	ontract		+07				•	0112217		002 0			
EMPLOYEES IN	TO ⁻ EMPLO		BLA	ACK	HISP	ANIC	_	HER NOR.									
TRAINING	M	F	M	F	М	F	М	F]								
APPRENTICES																	
ON THE JOB TRAINEES																	

*Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

Note: See instructions on the next page

BC 1256 - Pg 1 (Rev. 3/98) IL 494-0454

Contract No. 98799
PERRY County
Section BSMART FY04-02
Route FAP 42
District 9 Construction Funds

PART II. WORKFORCE PROJECTION - continued

	ncluded in "Total Employees" under Table A is the total number of new hires that would be employed in the event the undersigned bidder is awarded this contract.
r	The undersigned bidder projects that: (number) new hires would be recruited from the area in which the contract project is located; and/or (number) new hires would be recruited from the area in which the bidder's principal office or base of operation is located.
(office of base of operation is located.
	ncluded in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.
t e	The undersigned bidder estimates that (number) persons will be directly employed by the prime contractor and that (number) persons will be employed by subcontractors.
PART III	. AFFIRMATIVE ACTION PLAN
i ((The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under PART II is determined to be an underutilization of minority persons or women n any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the Department of Human Rights .
5	The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.
Compa	ny Telephone Number
Address	
	NOTICE REGARDING SIGNATURE
	ne Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block eds to be completed only if revisions are required.
Si	ignature: Title: Date:
Instruction	ns: All tables must include subcontractor personnel in addition to prime contractor personnel.
Table A -	Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
Table B -	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
Table C -	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

Contract No. 98799
PERRY County
Section BSMART FY04-02
Route FAP 42
District 9 Construction Funds

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

	Firm Name	
(IF AN INDIVIDUAL)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
,		
		Name and Address of All Members of the Firm:
-		
	Corporate Name	
	Бу	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)	Δttest	
(IF A JOINT VENTURE, USE THIS SECTION	I	Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
	Ву	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
	Allest	Signature
	Business Address	
If more than two parties are in the joint venture	e, please attach an ac	dditional signature sheet.



Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

	Item No.
	Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We	
as PRINCIPAL, and	
	as SURETY, are
Article 102.09 of the "Standard Specifications for Road and Bri	LINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in dge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well ment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.
THE CONDITION OF THE FOREGOING OBLIGATION ILLINOIS, acting through the Department of Transportation, for indicated above.	I IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF the improvement designated by the Transportation Bulletin Item Number and Letting Date
in the bidding and contract documents, submit a DBE Utilizatio Department, the PRINCIPAL shall enter into a contract in accor insurance coverages and providing such bond as specified with payment of labor and material furnished in the prosecution there or to enter into such contract and to give the specified bond, the	oid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified on Plan that is accepted and approved by the Department; and if, after award by the dance with the terms of the bidding and contract documents including evidence of the required good and sufficient surety for the faithful performance of such contract and for the prompt eof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the for which the Department may contract with another party to perform the work covered by the performance in the performance and effect.
paragraph, then Surety shall pay the penal sum to the Dep	PRINCIPAL has failed to comply with any requirement as set forth in the preceding partment within fifteen (15) days of written demand therefor. If Surety does not make ay bring an action to collect the amount owed. Surety is liable to the Department for litigation in which it prevails either in whole or in part.
In TESTIMONY WHEREOF, the said PRINCIPA respective officers this day of	AL and the said SURETY have caused this instrument to be signed by theirA.D.,
PRINCIPAL	SURETY
(Company Name)	(Company Name)
By:	By:
By: (Signature & Title)	(Signature of Attorney-in-Fact)
	ary Certification for Principal and Surety
STATE OF ILLINOIS, COUNTY OF	
I	, a Notary Public in and for said County, do hereby certify that
and	,,
	duals signing on behalf of PRINCIPAL & SURETY)
who are each personally known to me to be the same per	rsons whose names are subscribed to the foregoing instrument on behalf of n person and acknowledged respectively, that they signed and delivered said
Given under my hand and notarial seal this	day of, A.D
My commission expires	
	Notary Public
	f Form, the Principal may file an Electronic Bid Bond. By signing below the Principal ecuted and the Principal and Surety are firmly bound unto the State of Illinois under
Electronic Bid Bond ID# Company/Bidder Name	Signature and Title

PROPOSAL ENVELOPE



PROPOSALS

for construction work advertised for bids by the Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323 Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764

NOTICE

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 98799
PERRY County
Section BSMART FY04-02
Route FAP 42
District 9 Construction Funds



Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 13, 2003. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 98799
PERRY County
Section BSMART FY04-02
Route FAP 42
District 9 Construction Funds

Bridge deck repairs, bearing replacements and a microsilica concrete deck overlay on the bridges carrying Illinois Route 127 over Swanwick Creek and the Swanwick Creek Overflow located 4.1 and 4.25 miles south of the Washington County Line.

- 3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
 - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2003

This sheet contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 1-1-03)

SUPPLEMENTAL SPECIFICATIONS

Std. S	pec. Sec.	Page No.
205	Embankment	
251	Mulch	
442	Pavement Patching	3
449	Removal and Replacement of Preformed Elastomeric Compression Joint Seal	4
505	Steel Structures	
506	Cleaning and Painting Metal Structures	8
512	Piling	
669	Removal and Disposal of Regulated Substances	10
671	Mobilization	
702	Work Zone Traffic Control Devices	12
1003	Fine Aggregates	13
1004	Coarse Aggregate	14
1020	Portland Cement Concrete	
1021	Concrete Admixtures	24
1024	Nonshrink Grout	25
1069	Pole and Tower	27
1070	Foundation and Breakaway Devices	28
1094	Overhead Sign Structures	30

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

CH	EC	<u>K SHEET #</u> PAGE	. NO.
1		State Required Contract Provisions All Federal-aid Construction Contracts (Eff. 2-1-69) (Rev. 10-1-83)	. 31
2		Subletting of Contracts (Federal-aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
3	Χ	EEO (Eff. 7-21-78) (Rev. 11-18-80)	. 34
4	Χ	Specific Equal Employment Opportunity Responsibilities NonFederal-aid Contracts	
_		(Eff. 3-20-69) (Rev. 1-1-94)	
5	Х	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 4-1-93)	
6		R.R. Protective Liability Form (Eff. 6-10-58) (Rev. 9-29-67)	
7	Χ	Asphalt Quantities and Cost Reviews (Eff. 7-1-88)	
8		National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)	. 73
9		Haul Road Stream Crossings, Other Temporary Stream Crossings and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	. 74
10		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-02)	. 75
11		Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-02)	. 78
12		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-97)	. 81
13		Asphaltic Emulsion Slurry Seal and Fibrated Asphaltic Emulsion Slurry Seal (Eff. 8-1-89) (Rev. 2-1-97)	. 83
14		Bituminous Surface Treatments Half-Smart (Eff. 7-1-93) (Rev. 1-1-97)	
15	Х		
16		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 2-1-95)	. 114
17		Bituminous Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 10-15-97)	. 118
18		Resurfacing of Milled Surfaces (Eff. 10-1-95)	
19		PCC Partial Depth Bituminous Patching (Eff. 1-1-98)	
20		Patching with Bituminous Overlay Removal (Eff. 10-1-95) (Rev. 7-1-99)	
21		Reserved	
22		Protective Shield System (Eff. 4-1-95) (Rev. 1-1-03)	
23		Polymer Concrete (Eff. 8-1-95) (Rev.1-1-03)	
24		Controlled Low-Strength Material (CLSM) (Eff. 1-1-90) (Rev. 1-1-00)	
25		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-98)	
26		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	
27		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-97)	
28		Give em a Brake Sign (Eff. 8-1-89) (Rev. 8-1-91)	
29		Portable Changeable Message Signs (Eff. 11-1-93) (Rev. 2-1-96)	
30		Reserved Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	. 145
31 32		Reserved	140
32 33		English Substitution of Metric Bolts (Eff. 7-1-96)	141
34		English Substitution of Metric Bolts (Ell. 7-1-96)	. 140 149
35		Polymer Modified Emulsified Asphalt (Eff. 5-15-89)	
36		Corrosion Inhibitor (Eff. 3-1-80) (Rev. 7-1-99)	
37		Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 11-1-01)	
38		Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 11-1-01)	
39		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-02)	
40		Traffic Barrier Terminal Type 1, Special (Eff. 8-1-94) (Rev. 1-1-03)	
41		Traffic Barrier Terminal Type 3, Special (Eff. 8-1-94) (Rev. 1-1-03)	
42	Х	Segregation Control of Bituminous Concrete (Eff. 7-15-97)	
43	^	Superpave Bituminous Concrete Mixtures (Eff. 1-1-00) (Rev. 1-1-03)	

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
UTILITIES	2
TRAFFIC CONTROL PLAN	2
PREPARATION OF AGGREGATES	3
BITUMINOUS MIXTURE COMPLETE	3
COARSE AGGREGATE	4
UNPUBLISHED TELEPHONE NUMBERS FOR ENGINEERS FIELD OFFICE	4
BRIDGE DECK MICROSILICA CONCRETE OVERLAY, 2 1/4"	4
STAGING OF THE STRUCTURES	
LATE START OF MULTIPLE CONTRACTS	4
JACK AND REMOVE EXISTING BEARINGS	5
CLEANING AND PAINTING ADJACENT AREAS OF EXISTING STEEL STRUCTURES	6
CLEANING AND PAINTING NEW METAL STRUCTURES	10
DECK SLAB REPAIR	14
BRIDGE DECK MICROSILICA CONCRETE OVERLAY	19
CONCRETE ADMIXTURES (BDE)	30
MATERIAL ALLOWANCES (BDE)	32
FLUORESCENT ORANGE SHEETING ON DRUMS (BDE)	32
FLAGGER VESTS (BDE)	33
PORTLAND CEMENT CONCRETE (BDE)	33
PAYMENTS TO SUBCONTRACTORS (BDE)	34
PORTLAND CEMENT CONCRETE PATCHING (BDE)	35
RAP FOR USE IN BITUMINOUS CONCRETE MIXTURES (BDE)	39
SAND MODULE IMPACT ATTENUATORS (BDE)	42
SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)	44
TEMPORARY EROSION CONTROL (BDE)	. 50
TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)	51
WEIGHT CONTROL DEFICIENCY DEDUCTION	. 52
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)	54
WORKING DAYS (BDE)	
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	. 56

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP 42 (IL 127), BSMART FY04-2, Perry County and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

ROUTE: FAP 42 (IL 127)

SECTION: BSMART FY04-2

COUNTY: Perry

CONTRACT: 98799

LOCATION OF PROJECT

The project is located on Illinois 127 in Perry County. The structures are located at 4.1 and 4.25 miles south of the Washington County line.

DESCRIPTION OF PROJECT

The project consists of deck repairs, bearing replacements, and a microsilica overlay of the structures carrying Illinois 127 over Swanwick Creek and Swanwick Creek Overflow (S.N. 073-0025 and 073-0026). Traffic control shall be handled with staged construction. The length of the project is 0.07 mile.

UTILITIES

Effective 1984 Revised 1/2/97 9-105D3-97

No utilities should be encountered within the limits of this project. Verification of this will be the responsibility of the Contractor.

Additional utility information may be obtained by calling the "Joint Utility Location Information for Excavators" phone number, 800-892-0123. This project is located in the Pinckneyville township.

TRAFFIC CONTROL PLAN

Effective 1985 Revised 2/17/99 9-107T1-97

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, the Supplemental Specifications, these Special Provisions, and any special details and highway standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following traffic control related (1) Highway Standards; (2) Supplemental Specifications and Recurring Special Provisions; and (3) other Special Provisions which are included in this contract:

- 1. Standards: 701006, 701201, 701316, 702001
- 2. Supplemental Specifications and Recurring Special Provisions: None
- 3. Special Provisions:

Traffic Control Deficiency Deduction Work Zone Traffic Control Devices

Traffic control standards shall be applied as directed by the Engineer. Suggested applications for each standard are as follow:

- 701006 This standard should be used for miscellaneous work which is performed within 15', but not closer than 2' to the edge of the traffic lane.
- 701201 This standard should be applied during any operations which require encroachment of any equipment, vehicles, or men within 2' of the edge of pavement.
- <u>701316</u> This standard should be used when the road is limited to one-lane traffic for staged bridge repairs and concrete median barrier is not required.

The road shall be kept open to traffic as follows:

(a) In accordance with the applicable portions of the Standard Specifications during the widening, patching and resurfacing operations.

- (b) On the new work during construction of the balance of the improvement.
- (c) Over one lane of the existing or new bridge during construction of the opposite lane of the structure.
- (d) The highway shall be kept open to at least one lane of traffic at all times, and to two lanes of traffic to the greatest extent possible.
- (e) Access to all public roads and private entrances shall be maintained during all stages of the work.

If at any time the signs are in place but not applicable, they shall be turned from the view of motorists or covered as directed by the Engineer.

Temporary Pavement Marking-Line 4' and Temporary Bridge Traffic Signals will be paid for separately.

PREPARATION OF AGGREGATES

Effective 1985 9-406MT2-85

Add the following to the second paragraph of Article 406.09:

The maximum allowable moisture in any one hot bin shall be 0.3% by weight for batch type plants and for continuous mix plants. For drum mixing plants, the limitation shall be 0.5% moisture in the mixture as discharged from the drum.

BITUMINOUS MIXTURE COMPLETE

Effective 1984 Revised 6/10/02

The bituminous mixture complete shall be constructed as provided by Section 405 of the Standard Specifications except as follows:

- 1. The coarse aggregate shall be CA 10.
- 2. The bituminous material shall not be changed during the progress of the work without permission from the Engineer.
- 3. Strike line (b) of Article 405.05.
- 4. Revise the third sentence of the second paragraph of Article 405.11 to read as follows: "The bituminous mixture complete may be placed in maximum 100 mm (4-inch) compacted layers provided the required density is obtained; otherwise the mixture shall be placed in layers of a lesser thickness as determined by the Engineer."
- 5. Add the following to Article 405.13: "The bituminous mixture complete shall be compacted to a density of not less than 90% of the maximum possible density of a voidless mixture."

COARSE AGGREGATE

Effective 1984 Revised 8/2/02

Delete the second sentence of Article 1004.04d of the Standard Specifications.

UNPUBLISHED TELEPHONE NUMBERS FOR ENGINEERS FIELD OFFICE

Add the following sentence to the end of paragraph 670.02 (i) and 670.04 (e):

All of the telephone lines provided shall have unpublished numbers.

BRIDGE DECK MICROSILICA CONCRETE OVERLAY, 2 1/4"

The final cleaning method to be used prior to overlay placement and surface pull-off testing shall be the shotblasting method. The cost of these requirements shall be included in the cost of the BRIDGE DECK MICROSILICA CONCRETE OVERLAY, 2 1/4".

STAGING OF THE STRUCTURES

Due to the close proximity of the structures within this contract, the Contractor will not be allowed to have traffic control in place on both structures at the same time.

LATE START OF MULTIPLE CONTRACTS

Eff. 5/1/94 Rev. 6/10/02

Revise Section 108.03 of the Standard Specifications to read:

"The Department may waive the 10 day start-up requirement for Contractors who are awarded multiple contracts in one letting.

The apparent low bidder shall submit a written request for waiver within 10 days after bid opening to each of the District Engineers in whose District the affected project is located. The request shall include specific reasons for the waiver in a starting date coordination plan and a suggested preliminary progress schedule for each project. Each District Engineer will schedule a meeting with the Contractor within 5 working days after receipt of the request for waiver. Procedures and schedules to the prosecution of each contract will be discussed and exact starting dates, as well as dates for preconstruction conferences, for each project will be established. Consideration of waivers will not affect award decisions or the procedures followed to execute awarded contracts.

The intent of this is to allow the Contractor reasonable flexibility to complete each of the affected contracts within the number of working days or completion date specified in each contract in the context of the total work to be completed. No working day contract start date shall be delayed, in the starting date coordination plan, in a manner that leaves insufficient working days to complete all work, except off-pavement and/or cleanup work, by November 1, 2003. By submission of a waiver plan, the Contractor understands and agrees that the granting of waivers in any contract starting date shall not be reason for an extension of time to complete, and that the decision to approve a waiver for any or all contracts shall reside with the Department, which decision shall be final."

JACK AND REMOVE EXISTING BEARINGS

Effective: April 20, 1994 Revised: January 1, 2002

<u>Description</u>: This work consists of furnishing all labor, tools and equipment for jacking and supporting the existing beams/slab while removing the bearing assembly. The Contractor is responsible for the complete design of the bridge lifting procedures and the materials used. The Contractor shall furnish and place all bracing, shoring, blocking, cribbing, temporary structural steel, timber, shims, wedges, hydraulic jacks, and any other materials and equipment necessary for safe and proper execution of the work.

<u>Construction Requirements:</u> The Contractor shall submit details and calculations of his/her proposed jacking systems and temporary support procedures for approval by the Engineer before commencing work. At any time during the bridge raising operations, the Engineer may require the Contractor to provide additional supports or measures in order to furnish an added degree of safety. The Contractor shall provide such additional supports or measures at no additional cost to the Department. Neither added precautions nor the failure of the Engineer to order additional protection will in any way relieve the Contractor of sole responsibility for the safety of lives, equipment and structure.

(a) Jack and Remove Existing Bearings with bridge deck in place. Jacking and cribbing under and against the existing diaphragms, if applicable, will not be allowed. The Contractor's jacking plans and procedures shall be designed and sealed by an Illinois Licensed Structural Engineer.

Traffic shall be removed from the portion of the structure to be jacked prior to and during the entire jacking operation. Whenever possible, traffic shall be kept off that portion of the structure during the entire bearing replacement operation. If traffic can not be kept off that portion of the structure during the bearing replacement then the shoring or cribbing supporting the beam shall be designed to also support the full live load including impact.

Jacking shall be limited to 4 mm (1/8 in.) maximum when jacking one bearing at a time. Simultaneous jacking of all beams at one support may be performed provided the maximum lift is 7 mm (1/4 in.) and the maximum differential displacement between adjacent beams is 4 mm (1/8 in.). Suitable gauges for the measurement of superstructure movement shall be furnished and installed by the Contractor.

(b) Jack and Remove Existing Bearings when entire bridge deck is removed. Jacking and bearing removal shall be done after the removal of the existing bridge deck is complete. The Contractor's plans and procedures for the proposed jacking and cribbing system shall be designed and sealed by an Illinois Licensed Structural Engineer, unless jacking can be accomplished directly from the bearing seat under the beams or girders.

Jacking shall be limited to 7 mm (1/4 in.) maximum when jacking one beam at a time. Simultaneous jacking of all beams at one support may be performed provided the maximum lift is 19 mm (3/4 in.) and the maximum differential displacement between adjacent beams is 7 mm (1/4 in.). When staged construction is utilized, simultaneous jacking of all beams shall be limited to 7 mm (1/4 in.) unless the diaphragms at the stage line are disconnected, in which case the maximum lift is 19 mm (3/4 in.). Suitable gauges for the measurement of superstructure movement shall be furnished and installed by the Contractor.

The Contractor shall be responsible for restoring to their original condition, prior to jacking, the drainage ditches, pavement, or slopewall disturbed by the cribbing footings.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for JACK AND REMOVE EXISTING BEARINGS, which price shall be payment in full for all work and materials required at the locations specified and satisfactorily disposal of the existing bearings.

CLEANING AND PAINTING ADJACENT AREAS OF EXISTING STEEL STRUCTURES

Effective: May 15, 1991 Revised: February 6, 2001

<u>DESCRIPTION</u>: This work shall consist of the cleaning and preparation of portions of existing steel structures adjacent to new steel; the cleaning and preparation of existing steel affected by repair procedures; the furnishing and application of the paint coatings specified herein and all incidental work. The existing coatings which are to be removed contain lead.

<u>General Requirements.</u> Any plans that may be furnished for the work, and any dimensions or other information given regarding a bridge, are only for the purpose of assisting bidders in determining the type and location of steel to be cleaned and painted. It is the responsibility of the Contractor to verify this information and the accuracy of the information provided shall in no way affect the price bid for structural steel.

Copies of the paint manufacturer's application instructions and product data sheet shall be furnished to the Engineer's representatives at the field site before steel cleaning begins there.

<u>Field Cleaning and Surface Preparation.</u> The surfaces of existing steel shall be prepared by the herein specified method. Prepared surfaces for primary connections shall be covered by new steel or paint before rust appears on bare surfaces or the affected area shall be reprepared at the expense of the Contractor.

The Contractor shall provide and require all employees and authorized persons to wear personal protective equipment required for the environment to which workers and authorized persons are subjected.

(1) Primary Connection Cleaning: This shall be utilized only for faying (contact) surfaces of high-strength bolted splices in main, load-carrying members, end diaphragms, end cross-frames, and other areas specifically noted in plans (such as cross-frame connections on curved girders, etc.). These will occur where existing splices are replaced or new splices are added. The surface preparation shall remove all rust, mill scale, foreign materials, and old paint down to bare metal. The surface preparation shall be accomplished in accordance with the requirements of the SSPC Surface Preparation Specifications SP6, for Commercial Blast Cleaning. Only vacuum blasting systems shall be utilized for field blast cleaning.

Primary connection shall not be painted.

The Contractor shall treat the recycled unspent abrasive used during the surface preparation operations as a reusable product and shall not dispose of this product as waste.

Power tool cleaning to bare metal per SSPC-SP11 can be used as an option to vacuum blasting. The power tools shall be equipped with a HEPA vacuum attachment.

(2) Secondary Connection Cleaning and Areas of Existing Paint Affected by Repair Procedures: This method shall be used to prepare areas of existing members which shall be in contact with new steel, except as previously defined as primary connections. The surface preparation shall remove all loose rust, loose mill scale, and loose, checked, alligatored and peeling paint from those areas designated by the Engineer. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting or moderate scraping with a dull putty knife. Surface preparation shall be in accordance with the requirements of the SSPC Surface Preparation Specifications SP3 with HEPA Vacuum Attachments, or other effective means meeting the approval of the Engineer.

Regardless of method of cleaning specified, all loose abrasives, paint, and residue shall be contained, collected, removed from the jobsite and properly disposed of as specified under Collection, Temporary Storage, Transportation and Disposal. No dust, paint particles, or abrasives shall be observed outside of the immediate work area.

Painted surfaces of new steel damaged by abrasive blasting or any Contractor's operation, shall be repainted, as directed by the Engineer, at the Contractor's expense.

Surface preparation will be approved by the Engineer prior to painting.

<u>Painting:</u> All areas cleaned, except Primary Connections, shall be painted as follows. The paint system for all new steel and adjacent areas to new steel shall be as specified in the special provision "Cleaning and Painting New Metal Structures." The paint specified for the shop primer repair shall also be used for all areas cleaned on the existing steel. The intermediate and topcoat applied to the new steel shall also be applied to the existing steel cleaned adjacent to the new steel being installed.

Collection, Temporary Storage, Transportation and Disposal:

All cleaning residues shall be collected daily and deposited in all-weather containers supplied by the Contractor as temporary storage. Residues shall be collected and transferred carefully and shall not result in suspension of residues in air or contamination of surrounding surfaces. No residues shall remain on surfaces overnight. Waste materials shall not be removed through floor drains or by throwing them over the side of the bridge. Temporary storage of waste material on the ground will not be permitted.

The all-weather containers shall meet the requirements for the transportation of hazardous materials and as approved by the Department.

The Contractor shall, as required by the disposal company, have the containers of waste sampled and tested prior to their removal from the work area.

Regardless of the test results the cleaning residue shall be handled as a hazardous waste, and treated by an IEPA permitted treatment facility to a non-hazardous special waste and disposed of at an IEPA permitted disposal facility.

All waste shall be treated and disposed of within the State of Illinois.

The Engineer will obtain identification numbers from the state and federal environmental protection agencies for the bridge(s) to be painted and furnish those to the Contractor.

The cleaning residue shall be disposed of at a facility approved of by the Engineer and holding an IEPA permit for waste disposal and waste stream authorization for this cleaning residue. The IEPA permit and waste stream authorization must be obtained prior to beginning power tool cleaning, except that power tool cleaning will be permitted to obtain samples of the waste for the disposal facilities.

The Engineer will retain one copy of the hazardous waste manifest for the power tool cleaning residue at least 3 years. Any test results or waste analyses obtained by the Contractor shall be furnished to the Engineer who will retain them for at least 3 years. The Engineer will retain a signed copy of the manifest received from the disposal facility for the blasting residue for at least 3 years.

The Engineer will prepare and retain for at least 3 years the annual and biennial reports to be furnished by the IEPA and USEPA for this bridge(s).

The Engineer will sign the hazardous waste manifest for the cleaning residue.

The Engineer will provide the Contractor with the emergency response information and emergency response telephone number required to be provided on the manifest for the cleaning residue.

The Engineer will not perform any functions relating to the identification, handling, storage, treatment, and disposal of any hazardous waste, other than those specified herein for the cleaning residue waste, generated by the Contractor.

The Contractor shall make arrangements to have other hazardous waste, such as used paint solvent, which it generates, transported to the Contractor's facility at the end of each day that this waste is generated. These hazardous wastes shall be manifested using the Contractor's own generator number to a treatment or disposal facility from the Contractor's facility. The Contractor shall not combine solvents or other wastes generated by him/her with power tool cleaning residue wastes.

The Contractor shall have containers of cleaning residues removed from the work area by a licensed waste hauler to an IEPA permitted treatment and disposal facility in Illinois within 90 days of the waste being accumulated in the containers.

The Contractor shall prepare a manifest supplied by the IEPA for off-site treatment and disposal before transporting the cleaning residue off-site. The Contractor shall designate the facility located in Illinois which is permitted to handle the waste described on the manifest. The Contractor shall prepare a land ban notification for the cleaning residue to be furnished to the disposal facility. The Contractor shall obtain the handwritten signature of the initial transporter and date of the acceptance of the manifest. The Contractor shall send one copy of the manifest to the IEPA within two working days of transporting the waste off-site. The Contractor shall furnish the generator copy of the manifest and a copy of the land ban notification to the Engineer. The Contractor shall give the transporter the remaining copies of the manifest.

FAP 42 (IL 127) BSMART FY04-2 Perry County

If the state or federal environmental protection agencies require closure as a result of violations of state or federal environmental laws by the Contractor or if the bridge(s) become a storage facility requiring closure, the Contractor shall perform the closure with no additional cost to the contract.

The Contractor shall maintain a written log of weekly inspections of the containers of cleaning residue. The Contractor shall insure that no breaks and no deterioration of these containers occurs. The containers shall be kept closed and sealed from moisture except during the addition of blasting residue. Each container shall be permanently identified with the date the container was filled and placed in storage on site, contract number and consecutive batch number. A copy of the log shall be furnished to the Engineer upon request.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

<u>Basis of Payment:</u> This work will be considered included in the cost of "Furnishing and Erecting Structural Steel", "Erecting Structural Steel", or "Structural Steel Repair", as applicable, according to the Standard Specifications, unless otherwise specified on the plans.

CLEANING AND PAINTING NEW METAL STRUCTURES

Effective Date: September 13, 1994 Revised Date: September 16, 2002

<u>Description.</u> The material and construction requirements that apply to cleaning and painting new structural steel shall be according to the applicable portion of Sections 506 of the Standard Specifications except as modified herein. A three coat inorganic zinc rich /waterborne acrylic paint system shall be used.

<u>Materials.</u> All materials to be used on an individual structure shall be produced by the same manufacturer. The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material must be tested and approved by that bureau before use.

The paint materials shall meet the requirements of the following articles of the Standard Specification:

<u>Item</u>	<u>Article</u>
(a) Inorganic Zinc-Rich Primer	1008.22
(b) Waterborne Acrylic	1008.24
(c) Aluminum Epoxy Mastic	1008.25

<u>Submittals.</u> At least 30 days prior to beginning field painting, the Contractor shall submit for the Engineer's review and acceptance, the following applicable plans, certifications and information for completing the field work. Field painting can not proceed until the submittals are accepted by the Engineer. Qualifications, certifications and QC plans for shop cleaning and painting shall be available for review by the QA Inspector.

a) Contractor/Personnel Qualifications. Except for miscellaneous steel items such as bearings, side retainers, expansion joint devices, and other items allowed by the Engineer, or unless stated otherwise in the contract, the shop and field painting Contractors shall be certified to perform the work as follows: the shop painting Contractor shall possess AISC Sophisticated Paint Endorsement or SSPC-QP3 certification, and the field painting Contractor shall possess SSPC-QP1 certification. Evidence of current qualifications shall be provided.

Personnel managing the shop and field Quality Control program(s) for this work shall possess a minimum classification as a National Association of Corrosion Engineers (NACE) Coating Inspector Technician, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided.

The personnel performing the QC tests for this work shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided.

b) Quality Control (QC) Program. The shop and field QC Programs shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The field program shall incorporate the IDOT Quality Control Daily Report form, as supplied by the Engineer.

- c) Field Cleaning and Painting Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for solvent cleaning, abrasive blast cleaning, washing, and power tool cleaning. The plan shall include the manufacturer's names of the materials that will be used, including Product Data Sheets and Material Safety Data Sheets (MSDS).

A letter or written instructions from the coating manufacturer shall be included, indicating the required drying time for each coat at the minimum, normal, and maximum application temperatures before the coating can be exposed to temperatures or moisture conditions that are outside of the published application parameters.

<u>Field Quality Control (QC) Inspections.</u> The Contractor shall perform first line, in process QC inspections of each phase of the work. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day.

The Contractor shall have available at the shop or on the field site, all of the necessary inspection and testing equipment. The equipment shall be available for Engineer use when requested.

<u>Field Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all phases of the work. The Engineer's observations in no way relieve the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

The Engineer will issue a Non-Conformance Report when cleaning and painting work is found to be in violation of the specification requirements, and is not corrected to bring it into compliance before proceeding with the next phase of work.

<u>Inspection Access and Lighting.</u> The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 1.8 m (6 ft) above the ground or water surface, the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility is more than 800 mm (2 1/2 ft) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 325 LUX (30 foot candles). Illumination for cleaning and painting, including the working platforms, access, and entryways shall be at least 215 LUX (20 foot candles).

<u>Construction Requirements.</u> The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the protective devices are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Painted surfaces damaged by any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

<u>Surface and Weather Conditions</u>. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture does not come in contact with surfaces cleaned or painted that day.

The surface temperature shall be at least 3°C (5°F) above the dew point during final surface preparation operations. The paint manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.

The Contractor shall monitor temperature, dew point, and humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. The Engineer has the right to reject any work that was performed under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

<u>Seasonal Restrictions on Field Cleaning and Painting.</u> Field cleaning and painting work shall be accomplished between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

Inorganic Zinc-rich Waterborne Acrylic Paint system.

In the shop, all structural steel designated to be painted shall be given one coat of inorganic zinc rich primer. Before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 7 MPa (1000 psi) and 34 MPa (5000 psi) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat and one full topcoat of waterborne acrylic paint.

- a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 64 kph (40 mph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.
- b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:

Zinc Primer: 75 microns (3 mils) min., 150 microns (6 mils) max. Epoxy Mastic: 125 microns (5 mils) min., 180 microns (7 mils) max. Intermediate Coat: 50 microns (2 mils) min., 100 microns (4 mils) max.

Topcoat: 50 microns (2 mils) min., 100 microns (4 mils) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 180 and 355 microns (7 and 14 mils).

c) When specified on the plans, or as requested by the Contractor and approved by the Engineer, the waterborne acrylic intermediate and topcoat shall be applied in the shop. The inorganic zinc rich primer shall be tested for proper cure per ASTM D 4752-87 "Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc Rich Primers By Solvent Rub" with a minimum resistance rating of 4 prior to application of the intermediate coat. The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.

Erection and handling damage to the shop applied system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic intermediate and topcoat shall be spot applied to the mastic with at least a 150 mm (6 inch) overlap onto the existing topcoat.

The paint manufacturer's product data sheets shall be available for QA review in the shop and submitted to the Engineer prior to start of field work. The requirements outlined in the data sheets shall be followed.

Special Instructions.

Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge, the painting Contractors name, and the paint type code from the Structure Information and Procedure Manual for the system used. The letters shall be capitals, not less than 50 mm (2 in.) and not more than 75 mm (3 in.) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the painting Contractor)" and shall show the month and year in which the painting was completed, followed by "CODE S" all stenciled on successive lines. This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface designated by the Engineer.

<u>Method of Measurement.</u> Shop cleaning and painting new structures will not be measured for payment. Field cleaning and painting will not be measured for payment except when performed under a contract that contains a separate pay item for this work.

Basis of Payment. This work will be paid for according to Article 506.07.

DECK SLAB REPAIR

Effective: May 15, 1995 Revised: January 1, 2002

This work shall consist of bituminous surface removal, when required, the removal and disposal of all loose and deteriorated concrete from bridge deck and the replacement with new concrete to the original top of deck. The work shall be done according to the applicable requirements of Sections 501, 503 and 1020 of the Standard Specifications and this Special Provision.

Deck slab repairs will be classified as follows:

- (a) Partial-Depth. Partial-depth repairs shall consist of removing the loose and unsound deck concrete, disposing of the concrete removed and replacing with new concrete. The removal may be performed by chipping with power driven hand tools or by hydroscarification equipment. The depth shall be measured from the top of the concrete deck surface, at least 20 mm (3/4 in.) but not more than 1/2 the concrete deck thickness.
- (b) Full-Depth. Full-depth repairs shall consist of removing concrete full-depth of the deck, disposing of the concrete removed, and replacing with new concrete to the original concrete deck surface. The removal may be performed with power driven hand tools or by hydro-scarification equipment. Full-depth repairs shall be classified for payment as Full-Depth, Type I and Full-Depth, Type II according to the following:
 - Type I Full-depth patches less than or equal to 0.5 sq m (5 sq ft) in area. The minimum dimensions for a patch shall be 300 mm x 300 mm (1 ft X 1 ft).
 - Type II Full-depth patches greater than 0.5 sq m (5 sq ft) in area.

Materials.

Materials shall be according to Article 1020.02.

Portland cement concrete for partial and full-depth repairs shall be according to Section 1020. Class PP-1, PP-2, PP-3, or PP-4 concrete shall be used at the Contractor's option.

Grout. The grout for bonding new concrete to old concrete shall be proportioned by mass (weight) and mixed at the job site, or it may be ready-mixed if agitated while at the job site. The bonding grout shall consist of one part portland cement and one part sand, mixed with sufficient water to form a slurry. The bonding grout shall have a consistency allowing it to be scrubbed onto the prepared surface with a stiff brush or broom leaving a thin, uniform coating that will not run or puddle in low spots. Grout that can not be easily and evenly applied or has lost its consistency may be rejected by the Engineer. Grout that is more than two hours old shall not be used.

Equipment:

The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

(a) Surface Preparation Equipment. Surface preparation and concrete removal equipment shall be according to the applicable portions of Section 1100 and the following:

- (1) Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.
- (2) Blast Cleaning Equipment. The blast cleaning may be performed by wet sandblasting, high-pressure waterblasting, shotblasting or abrasive blasting. Blast cleaning equipment shall be capable of removing rust and old concrete from exposed reinforcement bars, and shall have oil traps.
- (3) Power-Driven Hand Tools. Power-driven hand tools will be permitted including jackhammers lighter than the nominal 20 kg. (45 lb) class. Chipping hammers heavier than a nominal 6.8 kg. (15 lb) class shall not be used for removing concrete from below any reinforcing bar for partial depth repairs or final removal at the boundary of full-depth repairs. Jackhammers or chipping hammers shall not be operated at an angle in excess of 45 degrees measured from the surface of the slab.
- (4) Hydro-Scarification Equipment. The hydro-scarification equipment shall consist of filtering and pumping units operating with a remote-controlled robotic device. The equipment may use river, stream or lake water. Operation of the equipment shall be performed and supervised by qualified personnel certified by the equipment manufacturer. Evidence of certification shall be presented to the Engineer. The equipment shall be capable of removing concrete to the specified depth and removing rust and concrete particles from exposed reinforcing bars. Hydroscarification equipment shall be calibrated before being used and shall operate at a minimum of 124 MPa (18,000 psi).
- (b) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.
- (c) Finishing Equipment: Finishing equipment shall be according to Article 1103.17. Adequate hand tools will be permitted for placing and consolidating concrete in the patch areas and for finishing small patches.

Construction Requirements:

(a) Bituminous Surface Removal.

The bituminous concrete surface course and all waterproofing membrane shall be removed and disposed of according to applicable portions of Articles 440.03 and 440.06, except milling equipment will not be allowed if the deck is to receive a waterproofing membrane system. If the overlay or waterproofing membrane contains asbestos fibers, removal shall be in accordance with the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Bituminous Concrete Surface Removal". Removal of the bituminous surface by the use of radiant or direct heat will not be permitted.

(b) Surface Preparation:

All loose, disintegrated and unsound concrete shall be removed from portions of the deck slab shown on the plans or as designated by the Engineer. The Engineer will determine the limits of removal as the work progresses.

If the Contractor elects to use hydro-scarification equipment, he/she shall be responsible for collecting and properly disposing of the runoff water generated. Runoff water will not be allowed to constitute a hazard on adjacent or underlying roadways, waterways, drainage areas or railroads nor be allowed to erode existing slopes.

The Contractor shall take care not to damage reinforcement bars or expansion joints which are to remain in place. Any damage to reinforcement bars or expansion joints shall be corrected at the Contractor's expense. All loose reinforcement bars, as determined by the Engineer, shall be retied at the Contractor's expense.

(1) Partial-Depth. Areas to be repaired will be determined and marked by the Engineer. A concrete saw shall be used to provide vertical edges approximately 20 mm (3/4 in.) deep around the perimeter of the area to be patched when an overlay is not specified. Where high steel is present, the depth may be reduced as directed by the Engineer. A saw cut will not be required on those boundaries along the face of the curb, parapet or joint or when sharp vertical edges are provided by hydroscarification.

The loose and unsound concrete shall be removed by chipping, with power driven hand tools or by hydro-scarification equipment. All exposed reinforcing bars and newly exposed concrete shall be thoroughly blast cleaned. Where, in the judgment of the Engineer, the bond between existing concrete and reinforcement steel within the patch area has been destroyed, the concrete adjacent to the bar shall be removed to a depth that will permit new concrete to bond to the entire periphery of the exposed bar. A minimum of 25 mm (1 in.) clearance will be required. The Engineer may require enlarging a designated removal area should inspection indicate deterioration beyond the limits previously designated. In this event, a new saw cut shall be made around the extended area before additional removal is begun. The removal area shall not be enlarged solely to correct debonded reinforcement or deficient lap lengths.

(2) Full-Depth. Concrete shall be removed as determined by the Engineer within all areas designated for full-depth repair and in all designated areas of partial depth repair in which unsound concrete is found to extend below half the concrete deck thickness. Full depth removal shall be performed according to Article 501.03. Saw cuts shall be made on the top of the deck, except those boundaries along the face of curbs, parapets and joints or where hydro-scarification provided sharp vertical edges. The top saw cut may be omitted if the deck is to receive an overlay.

Forms for full-depth repair may be supported by hangers with adjustable bolts or by blocking from the beams below. When approved by the Engineer, forms for Type 1 patches may be supported by No. 9 wires or other devices attached to the reinforcement bars.

All form work shall be removed after the curing sequence is complete and prior to opening to traffic.

- (3) Reinforcement Treatment. Care shall be exercised during concrete removal to protect the reinforcement bars and structural steel from damage. Any damage to the reinforcement bars or structural steel to remain in place shall be repaired or replaced to the satisfaction of the Engineer at the Contractor's expense. All existing reinforcement bars shall remain in place except as herein provided for corroded bars. Tying of loose bars will be required. Reinforcing bars which have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. An approved "squeeze type" mechanical bar splice capable of developing in tension at least 125 percent of the yield strength of the existing bar shall be used when it is not feasible to provide the minimum bar lap. No welding of bars will be permitted.
- (4) Cleaning. Immediately after completion of the concrete removal and reinforcement repairs, the repair areas shall be cleaned of dust and debris. Once the initial cleaning is completed, the repair areas shall be thoroughly blast cleaned to a roughened appearance free from all foreign matter. Particular attention shall be given to removal of concrete fines. Any method of cleaning which does not consistently produce satisfactory results shall be discontinued and replaced by an acceptable method. All debris, including water, resulting from the blast cleaning shall be confined and shall be immediately and thoroughly removed from all areas of accumulation. If concrete placement does not follow immediately after the final cleaning, the area shall be carefully protected with well-anchored polyethylene sheeting.

Exposed reinforcement bars shall be free of dirt, detrimental scale, paint, oil, or other foreign substances which may reduce bond with the concrete. A tight non-scaling coating of rust is not considered objectionable. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning or other methods approved by the Engineer.

(c) Placement & Finishing of Concrete Repair:

(1) Grout Placement. After the repair areas have been cleaned and immediately prior to concrete placement, the grout shall be applied to a dampened surface. A thin layer of grout shall be thoroughly scrubbed into the deck surface. All vertical as well as horizontal surfaces shall receive a thorough, even coating. The rate of grout placement shall be limited so the brushed grout does not dry out before it is covered with concrete. Grout that has become dry and chalky shall be blast cleaned and replaced at the Contractor's expense. No concrete shall be placed over dry grout.

(2) Concrete Placement.

The concrete shall be placed and consolidated according to Article 503.07 and as herein specified. Article 1020.14 (b) shall apply, except for the requirement to use an approved retarding admixture when the plastic concrete reaches 30°C (85°F).

When an overlay system is not specified, the patches shall be finished according to Article 503.17 (c)(2)a., followed by a light brooming.

(d) Curing and Protection.

Concrete patches shall be cured by the Wetted Burlap Method according to Article 1020.13 (a)(3), and the curing period shall be 72 hours. In addition to Article 1020.13, when the air temperature is less than 13° C (55° F), the Contractor shall cover the patch with minimum R12 insulation. Insulation is optional when the air temperature is 13° C - 32° C (55° F. - 90° F). Insulation shall not be placed when the air temperature is greater than 32° C (90° F). A 72-hour minimum drying period shall be required before placing waterproofing or bituminous surfacing.

(e) Opening to Traffic.

No traffic will be permitted on a patch until after the specified cure period, and the concrete has obtained a minimum compressive strength of 27.6 MPa (4000 psi) or flexural strength of 4.65 MPa (675 psi).

Construction equipment will be permitted on a patch during the cure period if the concrete has obtained the minimum required strength. In this instance, the strength specimens shall be cured with the patch.

Method of Measurement.

When specified, bituminous surface removal and full or partial depth repairs will be measured for payment and computed in square meters (square yards).

Basis of Payment.

The bituminous concrete surface removal will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE REMOVAL (DECK). Areas removed and replaced up to and including a depth of half the concrete deck thickness will be paid for at the contract unit price per square meter (square yard) for DECK SLAB REPAIR (PARTIAL). Areas requiring removal greater than a depth of half the concrete deck thickness shall be removed and replaced full depth and will be paid for at the contract unit price per square meter (square yard) for DECK SLAB REPAIR (FULL DEPTH, TYPE I) and/or DECK SLAB REPAIR (FULL DEPTH, TYPE II).

When corroded reinforcement bars are encountered in the performance of this work and replacement is required, the Contractor will be paid according to Article 109.04.

No payment will be allowed for removal and replacement of reinforcement bars damaged by the Contractor in the performance of his/her work or for any increases in dimensions needed to provide splices for these replacement bars.

Removal and disposal of asbestos waterproofing and/or asbestos bituminous concrete will be paid for as specified in the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Bituminous Concrete Surface Removal".

BRIDGE DECK MICROSILICA CONCRETE OVERLAY

Effective: May 15, 1995 Revised: August 21, 2002

<u>Description</u>. This work shall consist of the preparation of the existing concrete bridge deck and the construction of a microsilica concrete overlay to the specified thickness. The minimum thickness of the overlay shall be 60 mm (2 1/4 in.).

Materials. Materials shall meet the requirements of the following Articles of Section 1000:

<u>Item</u>	Article/Section
(a) Microsilica	1014
(b) Portland Cement (Notes 1-6)	1020
(c) Grout (Note 7)	
(d) Rapid Set Materials (Note 8)	
(e) Concrete Curing Materials (Note 9)	

Note 1: Cement shall be Type I portland cement. Fine aggregate shall be natural sand and the coarse aggregate shall be crushed stone or crushed gravel. The gradation of the coarse aggregate shall be CA 11, CA 13, CA 14 or CA 16.

Note 2: Mix Design Criteria.

Article 1020.04 shall not apply. The microsilica concrete mix design shall meet the following requirements:

•	
Cement Factor	335 kg/cu m (565 lb/cu yd)
Microsilica Solids	20 kg/cu m (33 lb/cu yd)
Water/Cement Ratio (including water in the slurry)	0.37 to 0.41
Mortar Factor	0.88 to 0.92
Slump	75 to 150 mm (3 to 6 in.)

Air Content 5.0 to 8.0 percent

Compressive Strength (14 days) 27,500 kPa (4000 psi) minimum

Flexural Strength (14 days) 4,650 kPa (675 psi) minimum

Note 3: Admixtures.

Article 1020.05(b) shall apply except as follows:

High-range water reducing admixtures (superplasticizers) shall be added as determined by the Engineer.

Note 4: Fly Ash.

Article 1020.05(c) shall apply except as follows:

Only Class C fly ash may be used to partially replace portland cement. The amount of cement replaced and replacement ratio shall be the same as for bridge decks.

Note 5: Ground Granulated Blast-Furnace Slag.

Ground granulated blast-furnace slag shall not be used.

Note 6: Mixing.

The mixing requirements shall be according to Article 1020.11(d), except as follows:

(a) Water-based microsilica slurry:

(1) Truck Mixer:

- Combine simultaneously air entraining admixture, water-reducing admixture and/or retarding admixture, microsilica slurry and 80 percent of the water with cement, fly ash (if used) and aggregates.
- Add remaining water.
- Mix 30-40 revolutions at 12-15 RPM.
- Add high range water-reducing admixture.
- Mix 60-70 revolutions at 12-15 RPM.

(2) Stationary Mixer:

- The microsilica slurry shall be diluted into the water stream or weigh box prior to adding into mixer. Combine simultaneously air entraining admixture, water-reducing admixtureand/or retarding admixture, microsilica slurry and 80 percent of the water with cement, fly ash (if used) and aggregates.
- Add remaining water.
- After mixing cycle is completed deposit into truck mixer.
- Add high range water-reducing admixture.
- Mix 60-70 revolutions at 12-15 RPM.

(b) Densified microsilica (bulk):

(1) Truck Mixer:

 Same as (a)1 above except the densified microsilica shall be added with the cement.

(2) Stationary Mixer:

 Same as (a)2 above except the densified microsilica shall be added with the cement.

(c) Densified microsilica (bag):

Bagged microsilica shall be kept dry. No bag or material containing moisture shall be introduced into the concrete mixer.

(1) Truck Mixer:

- Combine air entraining admixture, water-reducing admixture and/or retarding admixture and 80 percent of the water.
- Add cement, fly ash (if used), and aggregates.
- Add remaining water.
- Mix 30-40 revolutions at 12-15 RPM.
- Add microsilica.
- Mix 70-80 revolutions at 12-15 RPM.
- Add high range water-reducing admixture.
- Mix 60-70 revolutions at 12-15 RPM.

(2) Stationary Mixer:

- Combine air entraining admixture, water-reducing admixture and/or retarding admixture and 80% of the water.
- Add cement, fly ash (if used), and aggregates.
- Add remaining water.
- After mixing cycle is completed deposit into truck mixer.
- Add microsilica to truck.
- Mix 70-80 revolutions at 12-15 RPM.
- Add high range water-reducing admixture.
- Mix 60-70 revolutions at 12-15 RPM.
- Note 7: Grout. The grout for bonding new concrete to old concrete shall be proportioned by mass (weight) and mixed at the job site, or it may be ready-mixed if agitated while at the job site. The bonding grout shall consist of one part portland cement and two parts sand, mixed with sufficient water to form a slurry. The bonding grout shall have a consistency allowing it to be scrubbed onto the prepared surface with a stiff brush or broom leaving a thin, uniform coating that will not run or puddle in low spots. Grout that can not be easily and evenly applied or has lost its consistency may be rejected by the Engineer. Grout that is more than two hours old shall not be used.

At the option of the Contractor the grout may be applied by mechanical applicators. If this option is chosen, the sand shall be eliminated from the grout mix.

- Note 8: Rapid set materials shall be obtained from the Department's approved list of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs.
- Note 9: Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability. Cotton mats shall be free from tears and in good condition.

<u>Equipment:</u> The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

- (a) Surface Preparation Equipment. Surface preparation equipment shall be according to the applicable portions of Section 1100 and the following:
 - (1) Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.

(2) Mechanical Blast Cleaning Equipment. Mechanical blast cleaning may be performed by high-pressure waterblasting or shotblasting. Mechanical blast cleaning equipment shall be capable of removing weak concrete at the surface, including the microfractured concrete surface layer remaining as a result of mechanical scarification, and shall have oil traps.

Mechanical high-pressure waterblasting equipment shall be mounted on a wheeled carriage and shall include multiple nozzles mounted on a rotating assembly. The distance between the nozzles and the deck surface shall be kept constant and the wheels shall maintain contact with the deck surface during operation.

(3) Hand-Held Blast Cleaning Equipment. Blast cleaning using hand-held equipment may be performed by high-pressure waterblasting or abrasive blasting. Hand-held blast cleaning equipment shall have oil traps.

Hand-held high-pressure waterblasting equipment that is used in areas inaccessible to mechanical blast cleaning equipment shall have a minimum pressure of 48 MPa (7,000 psi).

- (4) Mechanical Scarifying Equipment. Scarifying equipment shall be a power-operated, mechanical scarifier capable of uniformly scarifying or removing the old concrete surface and new patches to the depths required in a satisfactory manner. Other types of removal devices may be used if their operation is suitable and they can be demonstrated to the satisfaction of the Engineer.
- (5) Hydro-Scarification Equipment. The hydro-scarification equipment shall consist of filtering and pumping units operating with a remote-controlled robotic device. The equipment shall use potable water according to Section 1002. Operation of the equipment shall be performed and supervised by qualified personnel certified by the equipment manufacturer. Evidence of certification shall be presented to the Engineer. The equipment shall be capable of removing concrete to the specified depth and be capable of removing rust and old concrete particles from exposed reinforcement bars. The hydro-scarification equipment shall be calibrated before being used and shall operate at a uniform pressure sufficient to remove the specified depth of concrete in a timely manner.
- (6) Power-Driven Hand Tools. Power-driven hand tools will be permitted including jackhammers lighter than the nominal 20 kg. (45 lb) class. Jackhammers or chipping hammers shall not be operated at an angle in excess of 45 degrees measured from the surface of the slab.
- (b) Pull-off Test Equipment. Equipment used to perform pull-off testing shall be either approved by the Engineer, or obtained from one of the following approved sources:

James Equipment 007 Bond Tester 800-426-6500 Germann Instruments, Inc. BOND-TEST Pull-off System 847-329-9999

SDS Company DYNA Pull-off Tester 805-238-3229 Pull-off test equipment shall include all miscellaneous equipment and materials to perform the test and clean the equipment, as indicated in the Illinois Pull-off Test (Surface or Overlay Method). Prior to the start of testing, the Contractor shall submit to the Engineer a technical data sheet and material safety data sheet for the epoxy used to perform the testing. For solvents used to clean the equipment, a material safety data sheet shall be submitted.

- (c) Concrete Equipment. Equipment for proportioning and mixing the concrete shall be according to Article1020.03.
- (d) Finishing Equipment. Finishing equipment shall be according to Article 503.03.
- (e) Mechanical Fogging Equipment. Mechanical fogging equipment shall consist of a mechanically operated, pressurized system using a triple headed nozzle or an equivalent nozzle. The fogging nozzle shall be capable of producing a fine fog mist that will increase the relative humidity of the air just above the fresh concrete surface without accumulating any water on the concrete. The fogging equipment shall be mounted on either the finishing equipment or a separate foot bridge. Controls shall be designed to vary the volume of water flow, be easily accessible and immediately shut off the water when in the off position.
- (f) Hand-Held Fogging Equipment. Hand-held fogging equipment shall use a triple headed nozzle or an equivalent nozzle. The fogging nozzle shall be capable of producing a fine fog mist that will increase the relative humidity of the air just above the fresh concrete surface without accumulating any water on the concrete.

<u>Construction Requirements:</u> Sidewalks, curbs, drains, reinforcement and/or existing transverse and longitudinal joints which are to remain in place shall be protected from damage during scarification and cleaning operations. All damage caused by the Contractor shall be corrected, at the Contractor's expense, to the satisfaction of the Engineer.

(a) Deck Preparation:

(1) Bridge Deck Scarification. The scarification work shall consist of removing the designated concrete deck surface using mechanical or hydro-scarifying equipment as specified. The areas designated shall be scarified uniformly to the depth as specified on the plans. In areas of the deck not accessible to the scarifying equipment, power-driven hand tools will be permitted. Power driven hand tools shall be used for removal around areas to remain in place.

A trial section on the existing deck surface will be designated by the Engineer to demonstrate that the equipment, personnel and methods of operation are capable of producing results satisfactory to the Engineer. The trial section will consist of approximately 3 sq m (30 sq ft).

Once the settings for the equipment are established, they shall not be changed without the permission of the Engineer. The removal shall be verified, as necessary, at least every 5 m (16 ft) along the cutting path. If concrete is being removed below the desired depth, the equipment shall be reset or recalibrated.

If the use of hydro-scarification equipment is specified, the Contractor may use mechanical scarification equipment to remove an initial depth of concrete provided that the last 13 mm (½ in.) of removal is accomplished with hydro-scarification equipment. If the Contractor's use of mechanical scarifying equipment results in exposing, snagging, or dislodging the top mat of reinforcing steel, the scarifying shall be stopped immediately and the remaining removal shall be accomplished using the hydro-scarification equipment. All damage to the existing reinforcement resulting from the Contractor's operation shall be repaired or replaced at the Contractor's expense as directed by the Engineer. Replacement shall include the removal of any additional concrete required to position or splice the new reinforcing steel. Undercutting of exposed reinforcement bars shall only be as required to replace or repair damaged or corroded reinforcement. Repairs to existing reinforcement shall be according to the Special Provision for "Deck Slab Repair".

The Contractor shall collect and properly dispose of the runoff water generated by the hydro-scarification operation according to Article 202.03.

(2) Deck Patching. After bridge deck scarification, all designated patching, except as note below, shall be completed according to the Special Provision for "Deck Slab Repair". All full depth patching shall be completed prior to final surface preparation. When mechanical scarification is specified, partial depth patches may be fill with overlay material at the time of overlay placement.

All patches placed prior to overlay placement shall be struck off and then roughened with a suitable stiff bristled broom or wire brush to provide a rough texture designed to promote bonding of the overlay. Hand finishing of the patch surface shall be kept to a minimum to prevent overworking of the surface.

After scarification, the deck shall be thoroughly cleaned of broken concrete and other debris. The Engineer will sound the scarified deck and all remaining unsound areas will be marked for additional removal and/or repairs as applicable. If the bottom mat of reinforcement is exposed, that area shall be defined as a full depth repair.

In areas where hydro-scarification is specified, it will be assumed that the hydro-scarification process will perform the partial depth removal simultaneously with the scarification operation. No separate payment for partial depth patching will be made regardless of whether it was detailed in the plans or not. Any removal required or made below the specified depth for scarification of the bridge deck, which does not result in full depth patching, shall be included in the pay item for Bridge Deck Hydro Scarification and shall be filled with the overlay material at the time of the overlay placement.

(3) Final Surface Preparation. Final surface preparation shall consist of the operation of mechanical blast cleaning equipment to remove any weak concrete at the surface, including the microfractured concrete surface layer remaining as a result of mechanical scarification. Any areas determined by the Engineer to be inaccessible to mechanical equipment shall be thoroughly blast cleaned with hand-held equipment. When hydro-scarification equipment is used for concrete removal, the deck surface need not be blast cleaned with mechanical equipment unless the spoils from the scarification operation are allowed to dry and re-solidify on the deck surface. Final surface preparation shall also include the cleaning of all dust, debris, and concrete fines from the deck surface including vertical faces of curbs, previously placed adjacent overlays, barrier walls up to a height of 25 mm (1 in.) above the overlay, depressions, and beneath reinforcement bars. Hand-held high-pressure waterblasting equipment shall be used for this operation.

If mechanical scarification is used to produce the final deck surface texture, surface pull-off testing will be required. After the final surface preparation has been completed and before placement of the overlay, the prepared deck surface will be tested by the Engineer according to the Illinois Pull-off Test (Surface Method). The Contractor shall provide the test equipment.

a. Start-up Testing. Prior to the first overlay placement, the Engineer will evaluate the blast cleaning method. The start-up area shall be a minimum of 56 sq m (600 sq ft). After the area has been prepared, six random test locations will be determined by the Engineer, and tested according to the Illinois Pull-off Test (Surface Method).

The average of the six tests shall be a minimum of 1,207 kPa (175 psi) and each individual test shall have a minimum strength of 1,103 kPa (160 psi). If the criteria are not met, the Contractor shall adjust the blast cleaning method. Start-up testing will be repeated until satisfactory results are attained.

Once an acceptable surface preparation method is established, it shall be continued for the balance of the work. The Contractor may, with the permission of the Engineer, change the surface preparation method, in which case, additional start-up testing will be required.

b. Lot Testing. After start-up testing has been completed, the following testing frequency will be used. For each structure, each stage will be divided into lots of not more than 420 sq m (4500 sq ft). Three random test locations will be determined by the Engineer for each lot, and tested according to the Illinois Pull-off Test (Surface Method).

The average of the three tests shall be a minimum of 1,207 kPa (175 psi) and each individual test shall have a minimum strength of 1,103 kPa (160 psi). In the case of a failing individual test or a failing average of three tests, the Engineer will determine the area that requires additional surface preparation by the Contractor. Additional test locations will be determined by the Engineer.

In addition to start-up and lot testing, the Department may require surface pull-off testing of areas inaccessible to mechanical blast cleaning equipment and blast cleaned with hand-held equipment. The Engineer shall determine each test location, and each individual test shall have a minimum strength of 1,207 kPa (175 psi).

Exposed reinforcement bars shall be free of dirt, detrimental scale, paint, oil, and other foreign substances which may reduce bond with the concrete. A tight non-scaling coating of rust is not considered objectionable. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning or other methods approved by the Engineer. All loose reinforcement bars, as determined by the Engineer, shall be retied at the Contractor's expense.

All dust, concrete fines, debris, including water, resulting from the surface preparation shall be confined and shall be immediately and thoroughly removed from all areas of accumulation. If concrete placement does not follow immediately after the final surface preparation, the area shall be carefully protected with well-anchored white polyethylene sheeting.

(b) Pre-placement Procedure. Prior to placing the overlay, the Engineer will inspect the deck surface. All contaminated areas shall be blast cleaned again at the Contractor's expense.

Before placing the overlay, the finishing machine shall be operated over the full length of bridge segment to be overlaid to check support rails for deflection and confirm the minimum overlay thickness. All necessary adjustments shall be made and another check performed, unless otherwise directed by the Engineer.

- (c) Placement Procedure:
 - (1) Bonding Methods. The Contractor shall prepare the deck prior to overlay placement by one of the following methods unless restricted as specified on the plans:
 - a. Grout Method. The deck shall be cleaned to the satisfaction of the Engineer and shall be thoroughly wetted and maintained in a dampened condition for at least 12 hours before placement of the grout is started. Any excess water shall be removed by compressed air or by vacuuming prior to grout placement. Water shall not be applied to the deck surface within one hour before or at any time during placement of the grout. Immediately before placing the overlay mixture, the exposed area shall be thoroughly covered with a thin layer of grout. The grout shall be thoroughly scrubbed into the surface. All vertical as well as horizontal surfaces shall receive a thorough, even coating. The rate of grout placement shall be limited so the brushed grout does not dry out before it is covered with the concrete.

Grout that is allowed to become dry and chalky shall be blast cleaned and replaced at the Contractor's expense. No concrete shall be placed over dry grout.

- b. Direct Bond Method. The deck shall be cleaned to the satisfaction of the Engineer and shall be thoroughly wetted and maintained in a dampened condition for at least 12 hours before placement of the overlay. Any excess water shall be removed by compressed air or by vacuuming prior to beginning overlay placement. Water shall not be applied to the deck surface within one hour before or at any time during placement of the overlay.
- (2) Overlay Placement. For the overlay pour, fogging equipment shall be in operation unless the evaporation rate is less than 0.5 kg/sq m/hr. (0.1 lb./sq ft/hr.) and the Engineer gives permission to turn off the equipment. The evaporation rate shall be determined according to the figure in the Portland Cement Association's publication, "Design and Control of Concrete Mixtures" (refer to the section on plastic shrinkage cracking).

The fogging equipment shall be adjusted to adequately cover the entire width of the pour.

Hand-held fogging equipment shall be allowed only when a vibratory screed is used. The fog mist shall not be used to apply water to a specific location to aid finishing.

Placement of the concrete shall be a continuous operation throughout the pour. The overlay shall be placed as close to its final position as possible and then mechanically consolidated and screeded to final grade. All finishing and texturing shall be according to Article 503.17.

Internal vibration shall be performed along edges, adjacent to bulkheads, and where the overlay thickness exceeds 75 mm (3 in.). Internal vibration along the longitudinal edges of a pour shall be performed with a minimum of 2 hand-held vibrators, one on each edge of the pour. Hand finishing shall be performed along the edges of the pour and shall be done from sidewalks, curbs or work bridges.

A construction dam or bulkhead shall be installed in case of a delay of 30 minutes or more in the concrete placement operation. If there is a delay of more than ten minutes during overlay placement, wet burlap shall be used to protect the concrete until operations resume.

Concrete placement operations shall be coordinated to limit the distance between the point of concrete placement and concrete covered with cotton mats for curing. The distance shall not exceed 10.5 m (35 ft). For overlay pour widths greater than 15 m (50 ft), the distance shall not exceed 7.5 m (25 ft).

All construction joints shall be formed. When required by the Engineer the previously placed overlay shall be sawed full-depth to a straight and vertical edge before fresh concrete is placed. The Engineer will determine the extent of the removal. When longitudinal joints are not shown on the plans, the locations shall be subject to approval by the Engineer and shall not be located in the wheel paths.

The Contractor shall stencil the date of construction (month and year) and the appropriate letters MS, or MSFA when fly ash is used in the mix design, into the overlay before it takes its final set. The stencil shall be located in a conspicuous location, as determined by the Engineer, for each stage of construction. This location shall be outside of the grooving where possible and within 1 m (3 ft) of an abutment joint. The characters shall be 75 mm to 100 mm (3 to 4 in.) in height, 5 mm (1/4 in.) in depth and face the centerline of the roadway.

(3) Limitations of Operations:

- a. Weather limitations. Concrete shall not be placed unless the deck temperature is above 10°C (50°F) and the air temperature is predicted to be above 10°C (50°F) for at least 12 hours after placement. The concrete shall be maintained at a minimum of 10°C (50°F) during the curing period according to Article 1020.13. The temperature of the concrete mixture as placed shall not be less than 10°C (50°F) nor more than 32°C (90°F). If night placement is required, illumination and placement procedures will be subject to approval of the Engineer. No additional compensation will be allowed if night work is required.
- b. Other Limitations. Concrete delivery trucks shall be limited to a maximum load of 4.6 cu m (6 cu yd).

Truck mixers, concrete pumps, or other heavy equipment will not be permitted on any portion of the deck where the top reinforcing mat has been exposed. Conveyors, buggy ramps and pump piping shall be installed in a way that will not displace undercut reinforcement bars. Air compressors may be operated on the deck only if located directly over a pier and supported off undercut reinforcement bars. Compressors will not be allowed to travel over undercut reinforcement bars.

Concrete removal may proceed during final cleaning and concrete placement on adjacent portions of the deck, provided the removal does not interfere in any way with the cleaning or placement operations.

If water or contaminants from the hydro-scarification flow into the area of final cleaning or concrete placement, hydro-scarification shall be suspended until the concrete has been placed and has cured a minimum of 24 hours. No concrete shall be removed within 1.8 m (6 ft) of a newly-placed overlay until the concrete has obtained a minimum compressive strength of 20,700 kPa (3000 psi) or flexural strength of 4,150 kPa (600 psi).

(4) Curing Procedure. After the surface of the concrete has been textured, it shall be covered immediately with dry cotton mats. The cotton mats shall then be wetted immediately with a gentle spray of water. The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to prevent marring of the surface.

Once the concrete has sufficiently hardened, soaker hoses shall be placed on top of the cotton mats and the cotton mats kept continuously wet for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After the placement of soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets meeting the requirements of Articles 1022.04 and 1022.05 respectively. The surface shall be continuously wet cured for at least 7 days.

- (5) Opening to Traffic. No traffic or construction equipment will be permitted on the overlay until after the specified cure period and the concrete has obtained a minimum compressive strength of 27,500 kPa (4000 psi) or flexural strength of 4,650 kPa (675 psi) unless permitted by the Engineer.
- (6) Overlay Testing. The Engineer reserves the right to conduct pull-off tests on the overlay to determine if any areas are not bonded to the underlying concrete, and at a time determined by the Engineer. The overlay will be tested according to the Illinois Pull-off Test (Overlay Method), and the Contractor shall provide the test equipment. Each individual test shall have a minimum strength of 1,034 kPa (150 psi). Unacceptable test results will require removal and replacement of the overlay at the Contractor's expense, and the locations will be determined by the Engineer. When removing portions of an overlay, the saw cut shall be a minimum depth of 25 mm (1 in.).

If the overlay is to remain in place, all core holes due to testing shall be filled with a rapid set mortar or concrete. Only enough water to permit placement and consolidation by rodding shall be used, and the material shall be struck-off flush with the adjacent material.

For a rapid set mortar mixture, one part packaged rapid set cement shall be combined with two parts fine aggregate, by volume; or a packaged rapid set mortar shall be used. For a rapid set concrete mixture, a packaged rapid set mortar shall be combined with coarse aggregate according to the manufacturer's instructions; or a packaged rapid set concrete shall be used. Mixing of a rapid set mortar or concrete shall be according to the manufacturer's instructions.

<u>Method of Measurement</u>. The areas of mechanical and/or hydro scarification on the bridge deck will be measured for payment in square meters (square yards). No additional payment will be made for multiple passes of the equipment required to achieve the specified scarification depth.

The concrete overlay will be measured for payment in square meters (square yards).

When Bridge Deck Hydro-Scarification is specified, the additional concrete placed with the overlay, required to fill all depressions below the specified thickness will be measured for payment in cubic meters (cubic yards). The volume will be determined by subtracting the theoretical volume of the overlay from the ticketed volume of overlay delivered minus the volume estimated by the Engineer left in the last truck at the end of the overlay placement. The theoretical cubic meter (cubic yard) quantity for the overlay will be determined by multiplying the plan surface area of the overlay times the specified thickness of the overlay.

<u>Basis of Payment</u>. Concrete scarification of the bridge deck using mechanical scarification equipment will be paid for at the contract unit price per square meter (square yard) for CONCRETE BRIDGE DECK SCARIFICATION of the thickness specified. Concrete scarification of the bridge deck using hydro scarification equipment will be paid for at the contract unit price per square meter (square yard) for BRIDGE DECK HYDRO-SCARIFICATION of the thickness specified.

Microsilica concrete overlay will be paid for at the contract unit price per square meter (square yard) for BRIDGE DECK MICROSILICA CONCRETE OVERLAY, of the thickness specified. When hydro-scarification equipment is used, the additional volume of overlay required to fill all depressions below the specified thickness will be paid for at the Contractor's actual material cost for the microsilica concrete per cubic meter (cubic yard) plus 15 percent.

When mechanical scarification equipment is used, additional partial depth patches poured monolithically with the overlay will be paid for at the contract unit price bid per square meter (square yard) for DECK SLAB REPAIR (PARTIAL).

When the Engineer conducts pull-off tests on the overlay and they are acceptable, Contractor expenses incurred due to testing and for filling core holes will be paid according to Article 109.04. Unacceptable pull-off tests will be at the Contractor's expense.

When specified, the Contractor has the option of choosing the type of overlay. The options will be limited to those specified in the plans and will be paid for at the contract unit price per square meter (square yard) for BRIDGE DECK CONCRETE OVERLAY OPTION, of the thickness specified.

Overlay material placed off the deck in abutment backwalls, and/or other locations will not be measured for payment but will be included in the pay item involved.

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revise the sixth paragraph of Article 1020.05(b) of the Standard Specifications to read:

"The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01 **General.** Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. In all cases, containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. The report shall also include water contents and results of set time tests according to AASHTO T 197 that were conducted on both a test and reference concrete, using cement from the source that is used as a standard by the Bureau of Materials and Physical Research. The cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd).

The manufacturer shall submit certification, both initially and annually thereafter, giving the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The initial and annual certifications shall further state that all admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass. The initial submittal shall also include an infrared spectrophotometer trace no more than five years old.

Annual re-submittals will be required and shall include certification that no changes have been made in the formulation since it was initially approved. The certification shall state that the admixture is the same as previously approved, and the Engineer may conduct such tests as deemed desirable to check the properties of the material before re-approval is granted.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory that is accredited by AASHTO Accreditation Program.

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

- (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)"

MATERIAL ALLOWANCES (BDE)

Effective: December 1, 2001

Revise the sixth paragraph of Article 109.07 of the Standard Specifications to read:

"In addition, payment may be made for materials prior to their use in the work. These material allowances may be paid at the discretion of the Department when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department. Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size. Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Twosided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

FLUORESCENT ORANGE SHEETING ON DRUMS (BDE)

Effective: November 1, 2000 Revised: January 1, 2003

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

"Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes."

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. The flagger station shall be lit by additional overhead lighting other than streetlights. The flagger shall be equipped with a fluorescent orange or fluorescent orange and fluorescent yellow/green garment meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments."

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

"The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

"The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

"The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

"The plant shall be approved before production begins according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require contractors to pay subcontractors for satisfactory performance of their subcontracts within a specific number of days after receipt of each payment made to the contractor, and to require the prompt return of retainage withheld from subcontractors.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a contractor receives any payment from the Department, the contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As partial payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the partial payment to the Contractor. Subcontractors shall be paid in full, including the return of any retainage previously withheld, within 15 calendar days after the subcontractor's work has been satisfactorily completed.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

PORTLAND CEMENT CONCRETE PATCHING (BDE)

Effective: January 1, 2001 Revised: January 1, 2003

Revise Note 1 of Article 442.02 of the Standard Specifications, to read:

"Note 1. When patching ramp pavements and two lane pavements with two way traffic, Class PP-2, PP-3, or PP-4 concrete shall be used for Class A, Class B and Class C patching. For all other pavements, Class PP-1, PP-2, PP-3, or PP-4 concrete shall be used, at the Contractor's option, for Class A, Class B and Class C patching."

Delete Note 2 of Article 442.02 of the Standard Specifications.

Add the following to Article 442.02 of the Standard Specifications:

Note 5. The calcium chloride accelerator shall be Type L (Liquid) with a minimum of 32.0 percent by mass (weight) of calcium chloride."

Revise the first paragraph of Article 442.06(e) of the Standard Specifications to read:

"(e) Concrete Placement. For Class A, Class B and Class C Patches, concrete shall be placed according to Article 420.07 and governed by the limitations set forth in Article 1020.14, except that the maximum temperature of the mixed concrete immediately before placing shall be 35 °C (96 °F), the required use of an approved retarding admixture when the plastic concrete reaches 30 °C (85 °F) shall not apply."

Revise the first paragraph of Article 442.06(h) of the Standard Specifications to read:

"(h) Curing and Protection. In addition to Article 1020.13, when the air temperature is less than 13 °C (55 °F), the Contractor shall cover the patch with minimum R12 insulation until opening strength is reached. Insulation is optional when the air temperature is 13 °C - 35 °C (55 °F - 96 °F). Insulation shall not be placed when the air temperature is greater than 35 °C (96 °F)."

Revise the second paragraph of Article 701.05(e)(1)d.1. of the Standard Specifications to read:

"No open holes, broken pavement, or partially filled holes shall remain overnight for bituminous patching or when the Department specifies only Class PP-2, PP-3, or PP-4 concrete be used. The only exception is conditions beyond the control of the Contractor."

Revise Article 701.05(e)(2)b. of the Standard Specifications to read:

"b. Strength Tests. For patches constructed with Class PP-1, PP-2, PP-3, or PP-4 concrete, the pavement may be opened to traffic when test specimens cured with the patches have obtained a minimum flexural strength of 4150 kPa (600 psi) or a minimum compressive strength of 22,100 kPa (3200 psi) according to Article 1020.09.

For patches constructed with Class PP-2, PP-3, or PP-4 concrete which can obtain a minimum flexural strength of 4150 kPa (600 psi) or a minimum of compressive strength of 22,100 kPa (3200 psi) in 16 hours, the pavement may be opened to traffic at a lower opening strength. The specimens cured with the patches shall have obtained a minimum flexural strength of 2050 kPa (300 psi) or a minimum compressive strength of 11,000 kPa (1600 psi) according to Article 1020.09, to permit opening pavement to traffic.

With the approval of the Engineer, concrete strength may be determined according to AASHTO T 276. The strength-maturity relationship shall be developed from concrete which has an air content near the upper specification limit. The strength-maturity relationship shall be re-established if the mix design or materials are changed."

Revise Article 701.05(e)(2)c. of the Standard Specifications to read:

"c. Construction Operations. For Class PP-2, PP-3, or PP-4 concrete used on ramp pavements and two lane pavements with two way traffic, or when the Department specifies only Class PP-2, PP-3, or PP-4 concrete be used for other pavements, Contractor construction operations shall be performed in a manner which allows the patches to be opened the same day and before nightfall. If patches are not opened before nightfall, the additional traffic control shall be at the Contractor's expense. Any time patches cannot be opened before nightfall, the Contractor shall change subsequent construction operations or the mix design. The changes shall be at no additional cost to the Department."

Revise Table 1 of Article 1020.04 of the Standard Specifications by replacing Class PP concrete with the following:

"TABLE	"TABLE 1. CLASSES OF PORTLAND CEMENT CONCRETE AND MIX DESIGN CRITERIA			
Class of Concrete	Use	Specification Section Reference	Cement Factor kg/cu m (cwt/cu yd)	Max. Water/Cement Ratio kg/kg (lb/lb)
PP-1	PCC Pavement Patching Bridge Deck Patching	442	Type I Cement 385 to 445 (6.50 to 7.50) Type III Cement 365 to 425 (6.20 to 7.20)	0.44
PP-2	PCC Pavement Patching Bridge Deck Patching	442	Type I Cement 435 (7.35)	0.38
PP-3	PCC Pavement Patching Bridge Deck Patching	442	Type III Cement 435 (7.35)	0.35
PP-4	PCC Pavement Patching Bridge Deck Patching	442	Rapid Hardening Cement 355 to 370 (6.00 to 6.25)	0.50

For PP-1, the Contractor has the option to replace the Type I Cement with Class C fly ash or ground granulated blast-furnace slag. The amount of cement replaced shall not exceed 15 percent by mass (weight), at a minimum replacement ratio of 1.5:1.

For PP-2, the Contractor has the option to replace the Type I cement with Class C fly ash or ground granulated blast-furnace slag. The amount of cement replaced shall not exceed 30 percent by mass (weight), at a minimum replacement ratio of 1:1.

For PP-3, in addition to the cement, 45kg (100 lb) of ground granulated blast-furnace slag and 23 kg (50 lb) of microsilica are required. For an air temperature greater than 30 $^{\circ}$ C (85 $^{\circ}$ F), the Contractor has the option to replace the Type III cement with Type I cement.

For PP-4, the cement shall be from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs".

TABLE 1. (CONT'D) CLASSES OF PORTLAND CEMENT CONCRETE AND MIX DESIGN CRITERIA							
Class of Concrete	Slump, mm (in.)	Compressiv kPa	esign /e Strength, (psi) urs	Mix Design ngth, Flexural Strength, kPa (psi) Hours		Air Content, %	Coarse Aggregate Gradations Permitted
		12	48	12	48	1	
PP – 1	100 (4) Max		22,100 (3200)		4150 (600)	4.0 – 7.0	CA-7, CA-11, CA-13, CA14, or CA-16
PP – 2	150 (6) Max	11,000 (1600)	22,100 (3200)	2050 (300)	4150 (600)	4.0 – 6.0	CA-7, CA-11, CA-13, CA14, or CA-16
PP – 3	100 (4) Max	11,000 (1600)	22,100 (3200)	2050 (300)	4150 (600)	4.0 – 6.0	CA-7, CA-11, CA-13, CA14, or CA-16
PP – 4	150 (6) Max	11,000 (1600)	22,100 (3200)	2050 (300)	4150 (600)	4.0 – 6.0	CA-7, CA-11, CA-13, CA14, or CA-16

For PP-1, PP-2, PP-3 or PP-4; only CA-13, CA-14, or CA-16 may be used for bridge deck patching. In addition, the mix design strength at 48 hours shall be increased to 27,500 kPa (4,000 psi) compressive or 4,650 kPa (675 psi) flexural for bridge deck patching.

For PP-1, the slump may be increased to 150 mm (6 in.) Max if a high range water-reducing admixture is used."

Revise the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. If the Department specifies a calcium chloride accelerator, it shall be a solution according to Article 442.02, Note 5."

Replace the fourth paragraph of Article 1020.05(b) with the following seven paragraphs:

"At the Contractor's option, admixtures other than air entraining agents may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete; a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F.) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer."

Delete Article 1020.05(g) of the Standard Specifications.

80036

RAP FOR USE IN BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000 Revised: April 1, 2002

Revise Article 1004.07 to read:

"1004.07 RAP Materials. RAP is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt pavement. RAP must originate from routes or airfields under federal, state or local agency jurisdiction. The Contractor shall supply documentation that the RAP meets these requirements.

- (a) Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP will be allowed on top of the pile after the pile has been sealed.
 - (1) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only and represent the same aggregate quality, but shall be at least C quality or better, the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag), similar gradation and similar AC content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous", with a quality rating dictated by the lowest coarse aggregate quality present in the mixture. Homogenous stockpiles shall meet the requirements of Article 1004.07(d). Homogeneous RAP stockpiles not meeting these requirements may be processed (crushing and screening) and retested.
 - (2) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only. The coarse aggregate in this RAP shall be crushed aggregate only and may represent more than one aggregate type and/or quality but shall be at least C quality or better. This RAP may have an inconsistent gradation and/or asphalt cement content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 16 mm (5/8 in.) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate RAP stockpiles shall meet the requirements of Article 1004.07(d).
 - (3) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP containing coarse aggregate (crushed or round) that is at least D quality or better. This RAP may have an inconsistent gradation and/or asphalt content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate DQ RAP shall meet the requirements of Article 1004.07(d).
 - Reclaimed Superpave Low ESAL IL-9.5L surface mixtures shall only be placed in conglomerate DQ RAP stockpiles due to the potential for rounded aggregate.
 - (4) Other. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Other". "Other" RAP stockpiles shall not be used in any of the Department's bituminous mixtures.

(b) Use. The allowable use of a RAP stockpile shall be set by the lowest quality of coarse aggregate in the RAP stockpile. Class I/Superpave surface mixtures are designated as containing Class B quality coarse aggregate only. Superpave Low ESAL IL-19.0L binder and IL-9.5L surface mixtures are designated as Class C quality coarse aggregate only. Class I/Superpave binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate only. Bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate only. Any mixture not listed above shall have the designated quality determined by the Department.

RAP containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in Class I/Superpave (including Low ESAL) surface mixtures only. RAP stockpiles for use in Class I/Superpave mixtures (including Low ESAL), base course, base course widening and Class B mixtures shall be either homogeneous or conglomerate RAP stockpiles except conglomerate RAP stockpiles shall not be used in Superpave surface mixture Ndesign 50 or greater. RAP for use in bituminous aggregate mixtures (BAM) shoulders and BAM stabilized subbase shall be from homogeneous, conglomerate, or conglomerate DQ stockpiles.

Additionally, RAP used in Class I/Superpave surface mixtures shall originate from milled or crushed mixtures only, in which the coarse aggregate is of Class B quality or better. RAP stockpiles for use in Class I/Superpave (including Low ESAL) binder mixes as well as base course, base course widening and Class B mixtures shall originate from milled or processed surface mixture, binder mixture, or a combination of both mixtures uniformly blended to the satisfaction of the Engineer, in which the coarse aggregate is of Class C quality or better.

- (c) Contaminants. RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- (d) Testing. All RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 450 metric tons (500 tons) for the first 1800 metric tons (2,000 tons) and one sample per 1800 metric tons (2,000 tons) thereafter. A minimum of five tests shall be required for stockpiles less than 3600 metric tons (4,000 tons).

For testing existing stockpiles, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either insitu or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to extract representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

All of the extraction results shall be compiled and averaged for asphalt content and gradation. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
25 mm (1 in.)		± 5%
12.5 mm (1/2 in.)	± 8%	± 15%
4.75 mm (No. 4)	± 6%	± 13%
2.36 mm (No. 8)	± 5%	
1.18 mm (No. 16)		± 15%
600 μm (No. 30)	± 5%	
75 μm (No. 200)	± 2.0%	± 4.0%
AC	± 0.4%	± 0.5%

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt content test results fall outside the appropriate tolerances, the RAP will not be allowed to be used in the Department's bituminous concrete mixtures unless the RAP representing the failing tests is removed from the stockpile to the satisfaction of the Engineer. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

(e) Designs. At the Contractor's option, bituminous concrete mixtures may be constructed utilizing RAP material meeting the above detailed requirements. The amount of RAP included in the mixture shall not exceed the percentages specified in the plans.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

(f) Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the bituminous mixture being produced.

To remove or reduce agglomerated material, a scalping screen, crushing unit or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design.

SAND MODULE IMPACT ATTENUATORS (BDE)

Effective: October 15, 1976 Revised: April 1, 2002

<u>Description.</u> This work shall consist of furnishing, erecting, and/or relocating sand module impact attenuators and the construction of attenuator bases when specified.

Impact Attenuators. Impact attenuators shall be the self purging sand module type. The modules shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 and shall be approved by the Department. The modules shall be preassembled to the greatest extent practicable so as to reduce to a minimum the on-site installation time. The attenuator installation shall be located, oriented, and the modules assembled and filled to the nominal weights as shown on the plans. Sand for filling the modules shall conform to the requirements of Article 1003.01 of the Standard Specifications for FA-1 or FA-2 Class A quality. Unbagged sand containing not more than 5 percent moisture shall be used for filling modules.

<u>Attenuator Bases</u>. Prior to constructing attenuator bases, the subgrade shall be prepared to the satisfaction of the Engineer.

Attenuator bases may be constructed of either portland cement concrete or bituminous at the option of the Contractor. Portland cement concrete bases shall be 150 mm (6 in.) thick and conform to the applicable requirements of Section 424 of the Standard Specifications. Bituminous bases shall be 200 mm (8 in.) thick and conform to the applicable requirements of Section 408 of the Standard Specifications.

The surface of the base shall be slightly sloped or crowned to facilitate drainage. The perimeter of each module and the specified mass (weight) of sand in each module shall be painted on the surface of the base.

<u>Temporary</u>. When specified as temporary, the impact attenuator shall be striped according to Standard 702001 for drums. All maintenance of the temporary impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer. When the Engineer determines the sand module impact attenuators are no longer required, the installation shall be dismantled with all sand modules and related hardware becoming the property of the Contractor.

<u>Relocate</u>. When the work specifies relocating the sand module impact attenuators as shown on the plans, each module shall be kept in proper orientation and position. The sand modules shall be refilled with sand when necessary.

Replacement. When the work specifies replacement of one or more individual sand module impact attenuators damaged by traffic, other than construction traffic, the following will apply. When damage to initial installation occurs, the damaged modules and the contents shall be removed completely and replaced with the required number of modules necessary to restore the installation to its original condition. The Contractor shall dispose of all damaged materials according to Article 202.03 of the Standard Specifications, and furnish and install new sand modules as directed by the Engineer. Sand modules that are not damaged, but have been laterally shifted from their original position shall be realigned and relocated to their original locations, as directed by the Engineer. Any modules damaged by the Contractor's forces shall be replaced or relocated at his/her expense.

The Contractor shall respond within 12 hours to any call from the Engineer concerning replacement of the sand module impact attenuators. If the Contractor does not respond and does not complete his/her work within 36 hours after initial call from the Engineer, then the Contractor shall be liable to the Department from the time of the initial call, in the amount of \$200/calendar day, per sand module, not as a penalty but as liquidated damages, until replacement occurs.

<u>Method of Measurement</u>. Contract quantities for attenuator bases may be accepted according to Article 202.07(a) of the Standard Specifications. When measured, attenuator bases will be measured in place and the dimensions used to calculate square meters (square yards) will not exceed those as shown on the plans.

Sand module impact attenuators will be measured as each for each individual module.

<u>Basis of Payment.</u> Attenuator bases will be paid for at the contract unit price per square meter (square yard) for ATTENUATOR BASE.

Impact attenuators will be paid for at the contract unit price each for SAND MODULE IMPACT ATTENUATOR, SAND MODULE IMPACT ATTENUATOR (TEMPORARY), SAND MODULE IMPACT ATTENUATOR (RELOCATE), or SAND MODULE IMPACT ATTENUATOR (REPLACEMENT).

80038

SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000 Revised: January 1, 2003

<u>Description</u>. This work shall consist of designing, producing and constructing Superpave bituminous concrete mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work shall be according to Sections 406 and 407 of the Standard Specifications and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures", except as follows.

Materials.

- (a) Fine Aggregate Blend Requirement. The Contractor may be required to provide FA 20 manufactured sand to meet the design requirements. For mixtures with Ndesign ≥ 90, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation.
- (b) Reclaimed Asphalt Pavement (RAP). If the Contractor is allowed to use more than 15 percent RAP, as specified in the plans, a softer performance-graded binder may be required as determined by the Engineer.

RAP shall meet the requirements of the special provision, "RAP for Use in Bituminous Concrete Mixtures".

RAP will not be permitted in mixtures containing polymer modifiers.

RAP containing steel slag will be permitted for use in top-lift surface mixtures only.

(c) Bituminous Material. The asphalt cement (AC) shall be performance-graded (PG) or polymer modified performance-graded (SBS-PG or SBR-PG) meeting the requirements of Article 1009.05 of the Standard Specifications for the grade specified on the plans.

The following additional guidelines shall be used if a polymer modified asphalt is specified:

- (1) The polymer modified asphalt cement shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. Polymer modified asphalt cement shall be placed in an empty tank and shall not be blended with other asphalt cements.
- (2) The mixture shall be designed using a mixing temperature of 163 ± 3 °C (325 ± 5 °F) and a gyratory compaction temperature of 152 ± 3 °C (305 ± 5 °F).
- (3) Pneumatic-tired rollers will not be allowed unless otherwise specified by the Engineer. A vibratory roller meeting the requirements of Article 406.16 of the Standard Specifications shall be required in the absence of the pneumatic-tired roller.

(4) A manufacturer's representative from the polymer asphalt cement producer shall be present during each polymer mixture start-up and shall be available at all times during production and lay-down of the mix.

Laboratory Equipment.

- (a) Superpave Gyratory Compactor. The superpave gyratory compactor (SGC) shall be used for all QC/QA testing.
- (b) Ignition Oven. The ignition oven shall be used to determine the AC content. The ignition oven shall also be used to recover aggregates for all required washed gradations.

The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the AC content.

<u>Mixture Design</u>. The Contractor shall submit mix designs, for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have successfully completed the course, "Superpave Mix Design Upgrade". Articles 406.10 and 406.13 of the Standard Specifications shall not apply. The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below.

AASHTO MP 2	Standard Specification for Superpave Volumetric Mix Design
AASHTO PP 2	Standard Practice for Short and Long Term Aging of Hot Mix Asphalt (HMA)
AASHTO PP 19	Standard Practice for Volumetric Analysis of Compacted Hot Mix Asphalt (HMA)
AASHTO PP 28	Standard Practice for Designing Superpave HMA
AASHTO T 209	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
AASHTO T 312	Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor
AASHTO T 308	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method

(a) Mixture Composition. The ingredients of the bituminous mixture shall be combined in such proportions as to produce a mixture conforming to the composition limits by weight. The gradation mixture specified on the plans shall produce a mixture falling within the limits specified in Table 1.

TABLE 1. MIXTURE COMPOSITION (% PASSING) ^{1/}										
Sieve	IL-25.	0 mm	IL-19.	0 mm	IL-12.	5 mm ^{4/}	IL-9.5 mm ^{4/}			
Size	min	max	min max		min max		min	max		
37.5 mm (1 1/2 in.)		100								
25 mm (1 in.)	90	100		100						
19 mm (3/4 in.)		90	82	100		100				
12.5 mm (1/2 in.)	45	75	50	85	90	100		100		
9.5 mm (3/8 in.)						90	90	100		
4.75 mm (#4)	24	42 ^{2/}	24	50 ^{2/}	24	65	24	65		
2.36 mm (#8)	16	31	16	36	16 48 ^{3/}		16	48 ^{3/}		
1.18 mm (#16)	10	22	10	25	10	10 32		32		
600 μm (#30)										
300 μm (#50)	4	12	4	12	4	15	4	15		
150 μm (#100)	3	9	3	9	3	10	3	10		
75 μm (#200)	3	6	3	6	4	6	4	6		

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 40 percent passing the 4.75 mm (#4) sieve for binder courses with Ndesign \geq 90.
- 3/ The mixture composition shall not exceed 40 percent passing the 2.36 mm (#8) sieve for surface courses with Ndesign ≥ 90.
- 4/ The mixture composition for surface courses shall be according to IL-12.5 mm or IL-9.5 mm, unless otherwise specified by the Engineer.

One of the above gradations shall be used for leveling binder as specified in the plans and according to Article 406.04 of the Standard Specifications.

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois Modified AASHTO MP 2.

- (b) Dust/AC Ratio for Superpave. The ratio of material passing the 75 μ m (#200) sieve to total asphalt cement shall not exceed 1.0 for mixture design (based on total weight of mixture).
- (c) Volumetric Requirements. The target value for the air voids of the hot mix asphalt (HMA) shall be 4.0 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the requirements listed in Table 2.

TABLE 2. VOLUMETRIC REQUIREMENTS									
	V	oids in the M (V % m	Voids Filled with Asphalt (VFA),						
Ndesign	IL-25.0	IL-19.0	%						
50					65 - 78				
70	12.0	12.0	14.0	15					
90	12.0	13.0	14.0	15	65 - 75				
105									

(d) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified T 283 using 4 in. Marshall bricks. To be considered acceptable by the Department as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSRs) shall be equal to or greater than 0.75. Mixtures, either with or without an additive, with TSRs less than 0.75 will be considered unacceptable.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Department. The method of application shall be according to Article 406.12 of the Standard Specifications.

<u>Personnel</u>. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".

Required Plant Tests. Testing shall be conducted to control the production of the bituminous mixture. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated in Table 3.

TABLE 3. REQUIRED PLANT TESTS for SUPERPAVE									
Parai	meter	Frequency of Tests	Test Method						
Asphalt Content by Ignition Oven		1 per half day of production	Illinois Modified AASHTO T 308						
Air Voids	Bulk Specific Gravity of Gyratory Sample	1 per half day of production for first 2 days and 1 per day thereafter (first	Illinois Modified AASHTO T 312						
	Maximum Specific Gravity of Mixture	sample of the day)	Illinois Modified AASHTO T 209						

During production, the ratio of minus 75 μ m (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.2 and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75 μ m (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of the mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resuming production.

During production, mixtures containing an anti-stripping additive will be tested by the Department for stripping according to Illinois Modified T 283. If the mixture fails to meet the TSR criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

Construction Requirements

Lift Thickness.

(a) Binder and Surface Courses. The minimum compacted lift thickness for constructing bituminous concrete binder and surface courses shall be according to Table 4:

TABLE 4 – MINIMUM COMPACTED LIFT THICKNESS								
Mixture	Thickness, mm (in.)							
IL-9.5	32 (1 1/4)							
IL-12.5	38 (1 1/2)							
IL-19.0	57 (2 1/4)							
IL-25.0	76 (3)							

(b) Leveling Binder. Mixtures used for leveling binder shall be as follows:

TABLE 5 – LEVELING BINDER								
Nominal, Compacted, Leveling	Mixture							
Binder Thickness, mm (in.)								
≤ 32 (1 1/4)	IL-9.5							
32 (1 1/4) to 50 (2)	IL 9.5 or IL-12.5							

Density requirements shall apply for leveling binder when the nominal, compacted thickness is 32 mm (1 1/4 in.) or greater for IL-9.5 mixtures and 38 mm (1 1/2 in.) or greater for IL-12.5 mixtures.

(c) Full-Depth Pavement. The compacted thickness of the initial lift of binder course shall be 100 mm (4 in.). The compacted thickness of succeeding lifts shall meet the minimums specified in Table 4 but not exceed 100 mm (4 in.).

If a vibratory roller is used for breakdown, the compacted thickness of the binder lifts, excluding the top lift, may be increased to 150 mm (6 in.) provided the required density is obtained.

(d) Bituminous Patching. The minimum compacted lift thickness for constructing bituminous patches shall be according to Table 4.

<u>Control Charts/Limits</u>. Control charts/limits shall be according to QC/QA Class I requirements, except density shall be plotted on the control charts within the following control limits:

TABLE 6. DENSITY CONTROL LIMITS							
Parameter Individual Test							
Ndesign ≥ 90	92.0 - 96.0%						
Ndesign < 90	93 - 97%						

Basis of Payment. On resurfacing projects, this work will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On resurfacing projects in which polymer modifiers are required, this work will be paid for at the contract unit price per metric ton (ton) for POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, POLYMERIZED LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, POLYMERIZED LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On full-depth pavement projects, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE PAVEMENT, (FULL-DEPTH), SUPERPAVE, of the thickness specified.

80010

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revise the fifth sentence of the third paragraph of Article 280.04(a) of the Standard Specifications to read:

"This work may be constructed of hay or straw bales, extruded UV resistant high density polyethylene panels, erosion control blanket, mulch barrier, aggregate barriers, excavation, seeding, or mulch used separately or in combination, as approved, by the Engineer."

Add the following paragraphs after the fifth paragraph of Article 280.04(a) of the Standard Specifications.

"A ditch check constructed of extruded, UV resistant, high density polyethylene panels, "M" pins and erosion control blanket shall consist of the following materials:

Extruded, UV resistant, high density polyethylene panels shall have a minimum height of 250 mm (10 in.) and minimum length of 1.0 m (39.4 in.). The panels shall have a 51 mm (2 in.) lip along the bottom of the panel. Each panel shall have a single rib thickness of 4 mm (5/32 in.) with a 12 mm (1/2 in.) distance between the ribs. The panels shall have an average apparent opening size equal to 4.75 mm (No. 4) sieve, with an average of 30 percent open area. The tensile strength of each panel shall be 26.27 kN/m (1800 lb/ft) in the machine direction and 7.3 kN/m (500 lb/ft) in the transverse direction when tested according to ASTM D 4595.

"M" pins shall be at least 76 mm (3 in.) by 686 mm (27 in.), constructed out of deformed grade C1008 D3.5 rod (0.211 in. diameter). The rod shall have a minimum tensile strength of 55 MPa (8000 psi).

Erosion control blanket shall conform to Article 251.04.

A section of erosion control blanket shall be placed transverse to the flowline direction of the ditch prior to the construction of the polyethylene ditch check. The length of the section shall extend from the top of one side of the ditch to the top of the opposite side of the ditch, while the width of the section shall be one roll width of the blanket. The upstream edge of the erosion control blanket shall be secured in a 100 mm (4 in.) trench. The blanket shall be secured in the trench with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge before the trench is backfilled. Once the upstream edge of the blanket is secured, the downstream edge shall be secured with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge. The polyethylene ditch check shall be installed in the middle of the erosion control blanket, with the lip of each panel facing outward.

The ditch check shall consist of two panels placed back to back forming a single row. Placement of the first two panels shall be at the toe of the backslope or sideslope, with the panels extending across the bottom of the ditch. Subsequent panels shall extend both across the bottom of the ditch and up the opposite sideslope, as well as up the original backslope or sideslope at the distance determined by the Engineer.

The M pins shall be driven through the panel lips to secure the panels to the ground. M pins shall be installed in the center of the panels with adjacent panels overlapping the ends a minimum of 50 mm (2 in.). The pins shall be placed through both sets of panels at each overlap. They shall be installed at an interval of three M pins per one meter (39 in.) length of ditch check. The panels shall be wedged into the M pins at the top to ensure firm contact between the entire bottom of the panels and the soil."

80087

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992 Revised: January 1, 2003

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

The deficiency may be any lack of repair, maintenance or non-compliance with the traffic control plan.

If the Contractor fails to correct the deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

57291

WEIGHT CONTROL DEFICIENCY DEDUCTION

Effective: April 1, 2001 Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B-C}{B}\right)$$
; Where $A \le 1.0$; $\left(\frac{B-C}{C}\right) > 0.50\%$ (0.70% for aggregates)

Where A = Adjustment factor

B = Net weight shown on delivery ticket

C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

FAP 42 (IL 127) BSMART FY04-2 Perry County

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003 Revised: April 1, 2003

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for Test Level 3.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

"When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD CONSTRUCTION AHEAD" signs will also be required on side roads located within the limits of the mainline "ROAD CONSTRUCTION AHEAD" signs."

Delete all references to "Type 1A barricades" and "wing barricades" throughout Section 702 of the Standard Specifications.

80097

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 50 working days.

80071

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: October 1, 2002

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 12.14% of all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve this goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10.00% of the work. This percentage is set as the DBE participation goal or this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

<u>DBE LOCATOR REFERENCES</u>. Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.state.il.us.

<u>BIDDING PROCEDURES</u>. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the as-read low bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement, and the bid will be declared nonresponsive. In the event the bid is declared nonresponsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;

- (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
- (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.

- (d) DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

- (b) If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material without regard to any retainage withheld by the Department, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the District Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

80029

ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGES FOR PERRY COUNTY EFFECTIVE MAY 2003

These Prevailing rates of wages are included in this contract proposal which is subject to check Sheet #4 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the contract. As required by the Prevailing Wage Act 820 (ILCS 130/0.01, et seq.) and Check Sheet #4 of this contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of the contract shall be paid to all laborers, workers and mechanics performing work under the contract. Post this scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in this specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. The contractor shall notify each of its subcontractors of the revised rates of wages.

Wage rate information can be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol or by calling (312) 793-2814.

Perry County Prevailing Wage for May 2003

Trade Name			Base		*M-F>8				Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL		19.050						4.500		
ASBESTOS ABT-MEC	BLD		24.010						4.320		
BOILERMAKER	BLD		26.000	28.500	1.5	1.5	2.0	3.900	8.440	0.000	0.150
BRICK MASON	BLD		22.590	24.090	1.5	1.5	2.0	4.250	4.900	0.000	0.425
CARPENTER	BLD		22.180	23.430	1.5	1.5			4.600		
CARPENTER	HWY		21.760	23.010	1.5	1.5	2.0	4.750	4.920	0.000	0.400
CEMENT MASON	BLD		23.500	24.000	1.5	1.5	2.0	2.550	2.000	0.000	0.100
CEMENT MASON	HWY		23.350	23.850	1.5	1.5	2.0	2.550	2.700	0.000	0.200
ELECTRICIAN	ALL		28.710	30.960	1.5	1.5	2.0	3.650	5.170	0.000	0.430
ELECTRONIC SYS TECH	BLD		18.250				2.0	3.800	0.550	0.000	0.000
ELEVATOR CONSTRUCTOR	BLD		30.725			2.0			2.880		
FLOOR LAYER	BLD		24.420			1.5			2.700		
GLAZIER	BLD		27.180	0.000		2.0			7.650		0.340
HT/FROST INSULATOR	BLD		28.260			1.5			6.740		
IRON WORKER	ALL		23.650			1.5			7.800		
LABORER	BLD		19.050						4.500		
LABORER	HWY		19.050						4.500		
LABORER	O&C BLD		14.290 31.920						4.500 3.100		
MACHINIST MARBLE MASON	BLD		22.590			1.5			4.900		
MILLWRIGHT	BLD		22.180			1.5			4.600		
MILLWRIGHT	HWY		21.760			1.5			4.920		
OPERATING ENGINEER		1	24.100			1.5			8.600		
OPERATING ENGINEER			22.970			1.5			8.600		
OPERATING ENGINEER			18.490						8.600		
OPERATING ENGINEER	ALL		18.550						8.600		
OPERATING ENGINEER	ALL	5	18.220	25.230	1.5	1.5	2.0	4.400	8.600	0.000	1.000
OPERATING ENGINEER	ALL	6	24.650	25.230	1.5	1.5	2.0	4.400	8.600	0.000	1.000
OPERATING ENGINEER	ALL	7	24.950	25.230	1.5	1.5	2.0	4.400	8.600	0.000	1.000
OPERATING ENGINEER	ALL	8	25.230	25.230	1.5	1.5	2.0	4.400	8.600	0.000	1.000
OPERATING ENGINEER	O&C		18.000			1.5			5.350		
OPERATING ENGINEER	O&C		16.580						5.350		
OPERATING ENGINEER	O&C		16.010			1.5			5.350		
OPERATING ENGINEER	O&C		15.000						5.350		
OPERATING ENGINEER		5	14.550						5.000		
PAINTER	BLD		20.890						3.650		
PAINTER	HWY		25.190						3.650		
PAINTER OVER 30FT PAINTER PWR EQMT	BLD BLD		21.890 21.890						3.650 3.650		
PAINTER PWR EQMT	HWY		26.190						3.650		
PILEDRIVER	BLD		22.180						4.600		
PILEDRIVER	HWY		21.760						4.920		
PIPEFITTER	BLD		28.550						4.550		
PLASTERER	BLD		23.500						2.000		
PLUMBER	BLD		28.550						4.550		
ROOFER	BLD		17.650						3.450		
SHEETMETAL WORKER	ALL		26.040	27.040	1.5	1.5	2.0	4.150	3.370	1.560	0.040
SPRINKLER FITTER	BLD		29.390	30.890	1.5	1.5	2.0	3.900	4.600	0.000	0.200
STONE MASON	BLD		22.590	24.090	1.5				4.900		
TELECOM WORKER	ALL		21.900						2.650		
TERRAZZO MASON	BLD		22.590						4.900		
TRUCK DRIVER			23.350						3.150		
TRUCK DRIVER			23.750						3.150		
TRUCK DRIVER			23.950						3.150		
TRUCK DRIVER			24.200) 1.5				3.150		
TRUCK DRIVER			24.950) 1.5				3.150		
TRUCK DRIVER			18.500						4.020		
TRUCK DRIVER	O&C	_	14.900	0.000	1.5	1.5	∠.∪	3.625	4.020	0.000	0.000

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

PERRY COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

OIL AND CHIP RESEALING means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

LABORER - OIL AND CHIP RESEALING ONLY

Hook and unhook chip box from aggregate truck; distribute material within chip box; perform flagging work related to oil and chip resealing; hand spray oil fluids; handle traffic control, including setting-up and maintaining barricades, drums, cones, delineators, signs and other such items, as well as laying-out and applying or removing temporary roadway markings used to control traffic in job site related to oil and chip resealing; and perform clean- up related to oil and chip resealing.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen),

door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

- Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.
- Class 4. Low Boy and Oil Distributors.
- Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - O & C (Oil and Chip Resealing ONLY)

It involves driving of contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. Includes transporting materials and equipment (including, but not limited to oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material; and maintaining trucks at job site related to oil and chip resealing.

- Class 1. Distributors, liquid asphalt hauling and hauling of asphalt rubber-tired rollers.
- Class 2. Stockpiling.
- Class 3. Tandem hauling to job site.

OPERATING ENGINEERS

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways, or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors,

Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), Waterblasters (two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers. GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Master Mechanics, Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman.

OPERATING ENGINEER - O & C (Oil and Chip Resealing ONLY). Includes the operation of all motorized heavy equipment used in oil and chip rsealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil and chip resealing.

- Class 1. See Class 1 above for types of equipment operated.
- Class 2. See Class 2 above for types of equipment operated.
- Class 3. See Class 3 above for types of equipment operated.
- Class 4. See Class 4 above for types of equipment operated.
- Class 5. See Class 5 above for types of equipment operated.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being

then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.